RESOLUTION 2019-040  

AUTHORIZING THE CITY MANAGER TO EXECUTE SIX FARM LEASE AGREEMENTS FOR 413.79 ACRES OF LAND AND TWO GRAIN BINS AT THE DEKALB TAYLOR MUNICIPAL AIRPORT FOR A PERIOD NOT TO EXCEED 36-MONTHS.

WHEREAS, the City of DeKalb is a Home-Rule Municipal Corporation governed by the applicable provisions of the Illinois Constitution and Illinois Municipal Code; and

WHEREAS, the City owns certain properties which are leased for agricultural purposes, pending future public use by the City, and the City periodically renews the leases for said properties; and,

WHEREAS, while large parcels are leased through a competitively bid process, the leases for small, irregular parcels are proposed to be leased to the persons farming adjacent, larger parcels, to increase the efficiency of farming operations, with rental payments equivalent to that paid for the larger City parcels let by competitive bid; and,

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF DEKALB, ILLINOIS:

SECTION 1: The City Council hereby authorizes the lease of four small parcels of land adjacent to the DeKalb Taylor Municipal Airport (DTMA) and one parcel adjacent to the Dresser Road Water Tower, with the lease in a format acceptable to the City Manager, and with the lessees as follows:

1. A 20.3-acre parcel at DTMA leased to DeKalb High School Future Farmers of America at $92.50 per acre.

2. A 7.3-acre parcel at DTMA leased to Weishaar Farms at $185.50 per acre.

3. A 5.5-acre parcel at DTMA leased to Larson Grain Farms at $185.50 per acre.

4. A 14.5-acre parcel at DTMA leased to Diehl Farms at $185.50 per acre.

5. A 9.0-acre parcel at Dresser Road Water Plant leased to Danny Wells at $185.50 per acre.

SECTION 2: The City Council hereby authorizes the lease of the approximately 374 acres (356 acres tillable) property adjacent to DTMA to Donald J. and Jenna N. Halverson, with the lease in format acceptable to the City Manager, at a price of $185.50 per tillable acre.

SECTION 3: The City Council hereby further authorizes the City Manager to enter into a lease agreement for the lease of the two grain bins located at DeKalb Taylor Municipal Airport with Old Elm Farms, LLC, with the lease agreement being in a form and content
acceptable to the City Manager.

PASSED BY THE CITY COUNCIL of the City of DeKalb, Illinois, at a Regular meeting thereof held on the 11th day of February 2019 and approved by me as Mayor on the same day. Passed by an 8-0 roll call vote. Aye: Jacobson, Finucane, Stupegia, Fagan, Noreiko, Verbic, Faivre, Smith. Nay: None.

ATTEST:

LYNN A. FAZEKAS, City Clerk  
STATE OF ILLINOIS

JERRY SMITH, Mayor
DEKALB TAYLOR MUNICIPAL AIRPORT AGRICULTURAL FARM LEASE

Portions of Tracts 13 and 14, 08-24-251-004, 08-24-251-005, and 08-24-401-003
20.3 Acres

This lease is entered into the 11th day of February 2019, between City of DeKalb, an Illinois Municipal Corporation, Landlord, and the Board of Education of DeKalb Community Unit School District No. 428, DeKalb County, Illinois (organized under the provisions of the School Code) by its Board of Education, Tenant.

The Landlord, in consideration of the agreements set forth in this lease to be kept and performed by the Tenant, rents and leases to the Tenant, to occupy and to use for agricultural purposes only, the following real estate located in the County of DeKalb and State of Illinois, described as follows (hereinafter referred to as the "Property"): The cropland of Permanent Tax Index No(s). Portions of Tracts 13 and 14, 08-24-251-004, 0824-251-005, and 08-24-401-003.

The term of this lease shall be from the 1st day of January 2019, to the 15th day of December 2022, or earlier if final harvesting has occurred. Following final harvest in the last year of the lease, the Tenant shall obtain the Landlord's consent prior to the application of any fertilizer or the completion of any fall tillage operations. In the last year of the lease, Tenant shall, in all events, complete final harvest by not later than December 15, 2022; any crops remaining on the Property thereafter shall become the property of the Landlord.

The terms of this lease shall be binding on the heirs, executors, administrators, and assigns of both Landlord and Tenant in like manner as upon the original parties, except by mutual agreement otherwise.

SECTION 1. AMOUNT OF RENT AND TIME OF PAYMENT.

The Tenant agrees to pay the Landlord as annual cash rent for the above-described Property the sum of $1,882.82, which shall be paid on the 15th day of March of each year of the lease. This represents 20.3 acres @ $92.75 per acre.

SECTION 2. LANDLORD'S INVESTMENT AND EXPENSE.

The Landlord agrees to allow Tenant the quiet enjoyment of the Property so long as Tenant complies with all of Tenant's obligations of this Lease.

SECTION 3. TENANT'S INVESTMENT AND EXPENSES.

The Tenant agrees to furnish the Property and to pay the items of expenses described below:
A. All machinery, equipment, fuel and labor necessary to operate the Property.

B. All operating expenses or the portion of expenses not furnished or paid by the Landlord as provided in this lease. Except as otherwise expressly indicated herein, the Landlord shall not be responsible for any expenses related to the Property or this lease.

C. Insurance. Tenant covenants and agrees prior to any use or occupancy of the Property and at Tenant's sole cost and expense to maintain in full force and effect at all times during the term of this lease, workmen's compensation insurance (if required under applicable law) with statutory limits of coverage and general liability insurance naming Landlord as an additional insured with waiver of subrogation and with limits not less than One Million ($1,000,000) for personal injury, including bodily injury and death, property damage, and with coverage for pollution, crop spraying, overspray and drift. Tenant shall provide Landlord with a copy of the declaration pages of all such insurance policies. Such insurance policies shall be issued by an insurance company approved by Landlord and in a form acceptable to Landlord and shall be subject to modification or cancellation only upon written notice delivered by certified mail to Landlord not less than thirty (30) days in advance of any such proposed modification or cancellation. Said policies shall name the Landlord as an additional primary insured on all forms of coverage.

SECTION 4. TENANT'S DUTIES IN OPERATING PROPERTY.

In addition to the agreements covered by the foregoing provisions of this lease, the Tenant further agrees that he will perform and carry out the stipulations represented in the following clauses:

A. To faithfully cultivate the Property in a timely, thorough and businesslike manner.

B. Not assign this lease to any person or persons or sublet any part of the Property without the written consent of the Landlord.

C. To take proper care of all trees, vines and shrubs, and to prevent injury to the same.

D. Not to cut live trees except by permission of the Landlord.

E. Not to allow noxious weeds to go to seed on said Property, but to destroy the same and to cut and maintain the sprouts, brush, weeds and grass up to the roads adjoining the land as often as needed each year.

F. Not to burn cornstalks, straw, or other crop residues grown upon the Property except by permission of the Landlord, but to leave or spread all such material upon the land, and in no case to remove from the Property any such material without the consent of the Landlord.
G. To prevent all unnecessary waste, or loss, or damage to the Property of the Landlord.

H. The Tenant agrees to plow in any post-harvest crop residue on or before November 15th of each year of this lease. Tenant also agrees to follow such crop rotation, tillage practices, fertilizer programs, conservation measures and arrangements as are instructed by Landlord.

I. To keep the Property neat and orderly.

J. The buildings, fences and other improvements on the Property are to be kept in as good repair and condition as they are at the beginning of the lease, or in as good repair and condition as they may be put in by the Landlord during the term of the lease, ordinary wear and depreciation excepted.

K. To preserve established watercourses or ditches, to refrain from any operation that will injure them, and to comply with all applicable rules and regulations governing the maintenance and use of watercourses, ditches, erodible soils, drainage systems or related areas of the Property.

L. To haul and spread all manure on appropriate fields at times and in quantities consistent with environmental protection requirements.

M. Follow the farming practices that are generally recommended for and that are best adapted to this type of Property and for this locality unless other practices are agreed upon.

SECTION 5. MANAGEMENT AND BUSINESS PROCEDURES.

The Landlord and Tenant agree that they will observe the following provisions:

A. Except when mutually decided otherwise, the land use and cropping system shall be approximately as follows: All tillable cropland as hereby rented to Tenant.

B. The fertilizer and limestone program shall be nitrogen, phosphorus and potash applied annually to produce corn or soybeans and maintain the fertility of the soil, for which the Tenant shall provide records and receipts of all applications, to the Landlord or his Agent, if requested. Soil testing, fertilizer, chemical, seed and ag lime costs are all Tenant's expense.

SECTION 6. DEFAULT, COMPENSATION FOR DAMAGE, METHOD OF SETTLEMENT, RIGHT OF ENTRY.

A. Tenant is not to erect or permit to be erected upon said Property, any structure, building, fence or sign of any kind whatsoever, except by the written consent of the Landlord, nor to purchase any materials or incur any expenses for the account of the
same, including subrogation claims by Tenant’s insurance carrier, unless such damage shall be solely due and proximately caused by the willful act or gross neglect of Landlord. Landlord shall not be responsible for injury or damage to any persons or property of Tenant or of others caused by or resulting from bursting, breakage or leakage of pipes, from steam, snow or ice, from running, backing up, seepage or overflow of water or sewage in or near the Property or resulting from acts of God or the elements or from any defect or negligence in the occupancy, construction, operation or use of the Property including any building improvements, structural elements, mechanical systems and other machinery and equipment.

Landlord shall not be liable for any injury or damage to persons or property or to any building, structure or improvements on the Property resulting from fire, explosion, falling plaster, steam, gas, electricity, water, rain or snow or leaks from any building, structure or improvements on the Property or from the pipes, appliances or plumbing works or from the roof, street or subsurface or from any other place or by dampness or by any other cause of whatever nature; Landlord shall not be liable for any such injury or damage caused by other tenants or by occupants of the Property or property adjacent thereto or by the public, or by operations in the construction of any private, public, or quasi-public work. Landlord shall not be liable for any latent defect in construction or renovations to the Property or to any building, structure or improvements located on the Property.

G. Right of Entry. The Landlord or his Agent shall be entitled to free access to the Property at all times and may make any repairs and improvements thereon. If this lease is terminated, the Landlord or his Agent shall be entitled to fell, fertilize or otherwise prepare the ground and plant in proper season for the following year’s crops.

H. If the Tenant shall, from any cause, fail to comply with any of Tenant’s obligations herein, the Landlord may at any time when such failure occurs after giving five days’ written notice of its intention to do so: (1) terminate this lease; or (2) terminate Tenant’s right to possession under this lease and take possession of said Property and buildings thereon which the Tenant agrees to surrender without said possession terminating this lease and Tenant’s obligation to pay rent hereunder, and employ other persons to tend said crop and perform all the agreements of the Tenant as herein contained as fully as the same are contemplated in this agreement and after deducting all monies advanced, or monies or crops due for the rent and the expense of attending such crop as aforesaid, to pay the residue, if any, to the Tenant. If the Tenant shall fail to pay the cash rent, or shall fail to keep any of the agreements of this lease, all costs and attorney’s fees of the Landlord in enforcing collection or performance, shall be added to and become a part of the obligations payable by the Tenant hereunder.

I. Yielding Possession. The Tenant agrees that at the expiration of the term of this lease, he will yield up possession of the Property to the Landlord without further demand or notice, in as good order and condition as when same were entered upon by the Tenant, loss by fire or tornado, and ordinary wear excepted. The Tenant shall pay to
Landlord without its approval and will not make a claim for labor at any time unless Landlord has given written permission at a previous date.

B. Nothing in this lease shall confer upon the Tenant any right to minerals underlying said land or any part thereof, but the same are hereby expressly reserved by the Landlord together with the full right and liberty to them, to enter upon the Property and to bore, search and excavate for same, to work and remove the same, and to deposit excavated rubbish, and with full liberty to pass over said Property with vehicles and lay down and work any such railroad track or tracks, tanks, pipe lines, powers and structures as may be necessary or convenient for the above purpose. Said Landlord, however, agrees to deduct from the annual rent, pro-rata, for the land so taken by him or his assigns for said uses when the rental of such land is cash, and to reimburse the said Tenant for any actual damage he may suffer for crops destroyed where such land is on grain rent and to release Tenant from obligation to continue farming this Property when development of resources interferes materially with Tenant’s ability to make a satisfactory return.

C. Landlord shall in no way be liable in damages for failure of water supply or for any damage by the elements or otherwise, to any of the improvements, nor for any loss or damage while improvements are under construction or repair, nor for any failure to repair or alter or replace any buildings or improvement.

D. Tenant takes possession of the Property subject to the hazards of operating a farm and assumes all risk of accidents to himself, his family, employees, agents, representatives, contractors or assigns in pursuance of his farming operations, or in performing repairs to the buildings, fences and other improvements, or accidents and injuries arising out of the use of farm equipment and machines.

E. Indemnity. Tenant shall indemnify, defend and hold harmless Landlord and its employees, agents, representatives, contractors and assigns from any and all claims, liens, penalties, demands, actions, proceedings, liabilities or losses of any nature whatsoever (including attorneys’ fees and expenses and court costs) arising out of or relating to the acts or omissions of Tenant, or its employees, agents, representatives, contractors or assigns, in exercising any of Tenant’s rights hereunder or from use or occupancy of the Property in any manner whatsoever by the Tenant, or its employees, agents, representatives, contractors or assigns, except to the extent solely due and proximately caused by Landlord’s gross negligence or willful and wanton acts.

F. Liability for Damage to Property or Persons. Landlord shall not be liable to Tenant for any injury or death to any person or persons, or for any damage to Tenant’s business or to the property, machines, fixtures, and equipment of Tenant, or any person claiming through or under Tenant, arising out of any accident or occurrence in, upon or near the Property unless such injury, death or damage is solely due to and proximately caused by Landlord’s gross negligence or willful and wanton acts. All property of Tenant shall be kept or stored at the Property at the risk of Tenant, and Tenant shall defend and hold Landlord harmless from claims arising out of damage to
the Landlord a reasonable compensation for any damage to the Property above the aforementioned exceptions.

J. The Tenant shall be responsible for all employer obligations on hired labor with respect to safety requirements, social security and workers compensation contributions, and the Landlord shall have no responsibilities therefore.

SECTION 7. ENVIRONMENTAL CONCERNS.

A. The Tenant is to use prudence and care in transporting, storing, handling and applying all fertilizers, pesticides, herbicides, and other chemicals and similar substances, and to read and follow instructions on the labels for the use of such materials in order to avoid injury or damages to persons or property or both on the Property and adjoining areas.

B. Any chemicals for weed or insect control or other use, when used, should be applied at levels not to exceed the manufacturer's recommendation for the soil types involved. The Tenant agrees to provide the Landlord annually, a written report indicating the product name, amount, date of application and location of application of all pesticides and fertilizers used on the Property.

C. No chemicals will be stored on the Property. When chemicals or petroleum products are on the Property, they will be only those planned to be used on the Property, and they will be in closed, tight containers above ground and clearly marked. No chemicals or chemical containers will be disposed of on the Property.

D. Both Landlord and Tenant affirm the goals of minimizing soil erosion losses and preserving the productivity of the land in ways that are consonant with their needs and desires for acceptable current returns to their individual inputs on the Property.

E. Environmental Indemnity.

(a) Tenant hereby agrees to defend, protect, indemnify and hold harmless Landlord, Landlord's affiliates, directors, officers, agents and employees, and Landlord's participants, successors and assigns (hereinafter, collectively the "Indemnified Parties"), from and against, and shall reimburse the Indemnified Parties for, any and all actual out-of-pocket costs (including, without limitation, attorney's fees, consultants' fees, laboratory costs, expenses and court costs), expense or loss arising from any claim, liability, demands, damage, injunctive relief, claims of lien, liens, settlements, legal and administrative proceedings, injury to person, property or natural resources, fine, penalty, action, cause of action and obligations and liabilities of any kind or nature whatsoever (collectively, "Costs and Liabilities"), incurred by or asserted against any Indemnified Party and arising directly or indirectly, in whole or in part, out of the release, discharge, deposit or presence, or alleged or suspected release, discharge, deposit or presence of any Hazardous Materials at, on, within, under, about or from the Property, or in or adjacent to any
part of the Property, or in the soil, groundwater or soil vapor on or under the Property, or elsewhere in connection with the transportation of Hazardous Materials to or from the Property in violation of any Hazardous Materials Laws, whether or not known to Tenant or Indemnified Parties, whether foreseeable or unforeseeable, regardless of the source of such release, discharge, deposit or presence, regardless of when such release, discharge, deposit or presence occurred or is discovered. Without limiting the generality of the foregoing indemnity, such Costs and Liabilities shall include, without limitation, all actual outof-pocket costs incurred by Indemnified Parties in connection with (i) determining whether the Property is in compliance or the amount of money required to remediate any environmental contamination, and causing the Property to be or become in compliance, with all applicable Hazardous Materials Laws, (ii) any investigation, clean up, removal or remediation of any kind and disposal of any Hazardous Materials present in the soil, groundwater, or at, on, under or within the Property, released from the Property, or which migrate, flow, or percolate onto, under or within any facility or property with respect to which Tenant or Landlord otherwise would have any liability or are otherwise present due to the act of a third party, to the extent required by applicable Hazardous Materials Laws in effect at the time of such investigation, clean up, removal, remediation or disposal, and (iii) repair of any damage to the Property or any other property caused by any investigation, clean up, removal, remediation or disposal.

(b) Upon demand by any Indemnified Party, Tenant shall defend any investigation, action or proceeding in connection with any claim or liability, or alleged claim or liability, that would, if determined adversely to such Indemnified Party, be covered by the foregoing indemnification provisions, such defense to be at Tenant's sole cost and expense and by counsel chosen by such Indemnified Party, which counsel may, without limiting the rights of an Indemnified Party pursuant to the next succeeding sentence of this Section 5(b), also represent Tenant in such investigation, action or proceeding.

(c) As used herein, the term "Hazardous Materials" means and includes any flammable, explosive, or radioactive materials or hazardous, toxic or dangerous wastes, substances or related materials or any other chemicals, materials or substances, exposure to which is prohibited, limited or regulated by any federal, state, county, regional or local authority or which, even if not so regulated, may or could pose a hazard to the health and safety of the occupants of the Property or of property adjacent to the Property, including, but not limited to, asbestos, PCBs, petroleum products and byproducts, substances defined or listed as "hazardous substances" or "toxic substances" or similarly identified in, pursuant to, or for purposes of, the Comprehensive Environmental Response, Compensation, and Liability Act, as amended (42 U.S.C. Section 9601, et seq.), the Hazardous Materials Transportation Act (49 U.S.C. Section 1801, et seq.), the Resource Conservation and Recovery Act (42 U.S.C. Section 6901, et seq.), and any so called "Superfund" or "Superliens" law, or any other federal, state or local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to or
imposing liability or standards of conduct concerning any hazardous, toxic or
dangerous waste, substance or material, or any substances or mixture regulated
under the Toxic Substance Control Act of 1976, as now or hereafter amended (15
U.S.C. Section 2601, et seq.); and any "toxic pollutant" under the Clean Water Act,
as now or hereafter amended (33 U.S.C. Section 1251, et seq.); and any
hazardous air pollutant under the Clean Air Act, as now or hereafter amended (42
U.S.C. Section 7901, et seq.). The term "Hazardous Materials Laws" means any
federal, state or local law, code, statute, ordinance, rule, regulation, rule of
common law or guideline relating to Hazardous Materials now or hereafter enacted
or promulgated (collectively, and including, without limitation, any such laws which
require notice of the use, presence, storage, generation, disposal or release of any
Hazardous Materials to be provided to any party).

(d) This Environmental Indemnity provision shall survive the termination of this Lease.

SECTION 8. ADDITIONAL AGREEMENTS.

A. Tenant shall attend a mandatory safety and security meeting provided by Landlord
prior to operating on the Property.

B. Dumping fill, spreading septic, sewage material, sludge or sludge lime, waste
treatment, or non-agricultural material is prohibited, except with the express, written
consent of the Landlord.

C. No hunting rights or privileges are granted for the Property and Tenant shall not allow
any hunting to take place thereon.

D. Tenant will timely certify the acreages planted of each crop at the Farm Service office.

E. Landlord may, from time to time, remove some portion of the Property from Tenant's
use under this lease, without penalty to Landlord except for the payment of crop
damage as detailed below. In the event of the Landlord selling, changing the land use,
altering the Property or otherwise removing a portion of the Property from the use of
Tenant, the Tenant will be given notice to remove the growing crop, if possible.
Additional land may be excluded from this lease by Landlord before planting a new
crop. Any annual rent collected to date then to be refunded to Tenant. The Landlord
will compensate the Tenant for crop damage during the growing season resulting from
borings or other activities before planting, amount not to exceed the per acre price;
after the crop is planted, not to exceed $600.00 per acre; after July 15th until harvest
season, not to exceed $700.00 per acre with Landlord keeping the rent in all cases.

F. The failure of Landlord on one or more occasions to enforce any one of the provisions
of this Lease Agreement or to exercise any right, remedy or privilege hereunder shall
not be construed as a waiver of any subsequent breach or default of a similar nature
or as a waiver of any such provision, right, remedy or privilege.
G. This Lease Agreement and its interpretation and application shall be governed by the internal laws of the State of Illinois without giving effect to conflicts of laws principles. Venue for any action concerning the enforcement of this Lease Agreement shall be proper only in the Sixteenth Judicial Circuit Court, DeKalb County, Illinois.

IN WITNESS WHEREOF, we affix our signatures this, the day and year first written above.

City of DeKalb, an Illinois Municipal Corporation

By: _____________________________
    Bill Nicklas, City Manager

Tenant: ___________________________
        Board of Education of Community School District No. 428
        DeKalb County, Illinois
DEKALB TAYLOR MUNICIPAL AIRPORT AGRICULTURAL FARM LEASE

Tract 09-18-400-006 3.4 acres and Portion of Tract 09-19-100-007 3.89 Acres

This lease is entered into the 11th day of February 2019, between City of DeKalb, an Illinois Municipal Corporation, Landlord, and Tom Weishaar, Weishaar Farms, Tenant. The Landlord, in consideration of the agreements set forth in this lease to be kept and performed by the Tenant, rents and leases to the Tenant, to occupy and to use for agricultural purposes only, the following real estate located in the County of DeKalb and State of Illinois, described as follows (hereinafter referred to as the "Property"):

The cropland of Permanent Tax Index No(s). 09-18-400-006 acres and Portion of Track 09-19100-007 acres consisting of 7.3 tillable acres.

The term of this lease shall be from the 1st day of January 2019 to the 15th day of December 2022, or earlier if final harvesting has occurred. Following final harvest in the last year of the lease, the Tenant shall obtain the Landlord's consent prior to the application of any fertilizer or the completion of any fall tillage operations. In the last year of the lease, Tenant shall, in all events, complete final harvest by not later than December 15, 2022; any crops remaining on the Property thereafter shall become the property of the Landlord.

The terms of this lease shall be binding on the heirs, executors, administrators, and assigns of both Landlord and Tenant in like manner as upon the original parties, except by mutual agreement otherwise.

SECTION 1. AMOUNT OF RENT AND TIME OF PAYMENT.

The Tenant agrees to pay the Landlord as annual cash rent for the above-described Property the sum of $1,354.15, which shall be paid on the 15th day of March of each year of the lease.

This represents 7.3 acres @ $185.50 per acre.

SECTION 2. LANDLORD'S INVESTMENT AND EXPENSE.

The Landlord agrees to allow Tenant the quiet enjoyment of the Property so long as Tenant complies with all of Tenant's obligations of this Lease.

SECTION 3. TENANT'S INVESTMENT AND EXPENSES.

The Tenant agrees to furnish the Property and to pay the items of expenses described below:

A. All machinery, equipment, fuel and labor necessary to operate the Property.
B. All ad valorem property taxes or assessments of any nature on the Property. The Tenant shall be responsible for paying all property taxes and assessments due for the Property during the term of this lease (e.g. the Tenant shall pay the property taxes for tax year 2018, which are due and payable in calendar year 2019, the taxes for tax year 2019, which are due and payable in 2020, and the taxes for tax year 2020, which are due and payable in 2021). The tenant shall be responsible for obtaining a copy of the tax and assessment bill(s) for the Property, and for timely paying all taxes and assessments on or prior to their due date.

C. All operating expenses or the portion of expenses not furnished or paid by the Landlord as provided in this lease. Except as otherwise expressly indicated herein, the Landlord shall not be responsible for any expenses related to the Property or this lease.

D. Insurance. Tenant covenants and agrees prior to any use or occupancy of the Property and at Tenant's sole cost and expense to maintain in full force and effect at all times during the term of this lease, workmen's compensation insurance (if required under applicable law) with statutory limits of coverage and general liability insurance naming Landlord as an additional insured with waiver of subrogation and with limits not less than One Million ($1,000,000) for personal injury, including bodily injury and death, property damage, and with coverage for pollution, crop spraying, overspray and drift. Tenant shall provide Landlord with a copy of the declaration pages of all such insurance policies. Such insurance policies shall be issued by an insurance company approved by Landlord and in a form acceptable to Landlord and shall be subject to modification or cancellation only upon written notice delivered by certified mail to Landlord not less than thirty (30) days in advance of any such proposed modification or cancellation. Said policies shall name the Landlord as an additional primary insured on all forms of coverage.

SECTION 4. TENANT'S DUTIES IN OPERATING PROPERTY.

In addition to the agreements covered by the foregoing provisions of this lease, the Tenant further agrees that he will perform and carry out the stipulations represented in the following clauses:

A. To faithfully cultivate the Property in a timely, thorough and businesslike manner.

B. Not assign this lease to any person or persons or sublet any part of the Property without the written consent of the Landlord.

C. To take proper care of all trees, vines and shrubs, and to prevent injury to the same.

D. Not to cut live trees except by permission of the Landlord.
E. Not to allow noxious weeds to go to seed on said Property, but to destroy the same and to cut and maintain the sprouts, brush, weeds and grass up to the roads adjoining the land as often as needed each year.

F. Not to burn cornstalks, straw, or other crop residues grown upon the Property except by permission of the Landlord, but to leave or spread all such material upon the land, and in no case to remove from the Property any such material without the consent of the Landlord.

G. To prevent all unnecessary waste, or loss, or damage to the Property of the Landlord.

H. The Tenant agrees to plow in any post-harvest crop residue on or before November 15th of each year of this lease. Tenant also agrees to follow such crop rotation, tillage practices, fertilizer programs, conservation measures and arrangements as are instructed by Landlord.

I. To keep the Property neat and orderly.

J. The buildings, fences and other improvements on the Property are to be kept in as good repair and condition as they are at the beginning of the lease, or in as good repair and condition as they may be put in by the Landlord during the term of the lease, ordinary wear and depreciation excepted.

K. To preserve established watercourses or ditches, to refrain from any operation that will injure them, and to comply with all applicable rules and regulations governing the maintenance and use of watercourses, ditches, erodible soils, drainage systems or related areas of the Property.

L. To haul and spread all manure on appropriate fields at times and in quantities consistent with environmental protection requirements.

M. Follow the farming practices that are generally recommended for and that are best adapted to this type of Property and for this locality unless other practices are agreed upon.

SECTION 5. MANAGEMENT AND BUSINESS PROCEDURES.

The Landlord and Tenant agree that they will observe the following provisions:

A. Except when mutually decided otherwise, the land use and cropping system shall be approximately as follows: All tillable cropland as hereby rented to Tenant.

B. The fertilizer and limestone program shall be nitrogen, phosphorus and potash applied annually to produce corn or soybeans and maintain the fertility of the soil, for which the Tenant shall provide records and receipts of all applications, to the Landlord or his
Agent, if requested. Soil testing, fertilizer, chemical, seed and ag lime costs are all Tenant's expense.

SECTION 6. DEFAULT, COMPENSATION FOR DAMAGE, METHOD OF SETTLEMENT, RIGHT OF ENTRY.

A. Tenant is not to erect or permit to be erected upon said Property, any structure, building, fence or sign of any kind whatsoever, except by the written consent of the Landlord, nor to purchase any materials or incur any expenses for the account of the Landlord without its approval and will not make a claim for labor at any time unless Landlord has given written permission at a previous date.

B. Nothing in this lease shall confer upon the Tenant any right to minerals underlying said land or any part thereof, but the same are hereby expressly reserved by the Landlord together with the full right and liberty to them, to enter upon the Property and to bore, search and excavate for same, to work and remove the same, and to deposit excavated rubbish, and with full liberty to pass over said Property with vehicles and lay down and work any such railroad track or tracks, tanks, pipe lines, powers and structures as may be necessary or convenient for the above purpose. Said Landlord, however, agrees to deduct from the annual rent, pro-rata, for the land so taken by him or his assigns for said uses when the rental of such land is cash, and to reimburse the said Tenant for any actual damage he may suffer for crops destroyed where such land is on grain rent and to release Tenant from obligation to continue farming this Property when development of resources interferes materially with Tenant's ability to make a satisfactory return.

C. Landlord shall in no way be liable in damages for failure of water supply or for any damage by the elements or otherwise, to any of the improvements, nor for any loss or damage while improvements are under construction or repair, nor for any failure to repair or alter or replace any buildings or improvement.

D. Tenant takes possession of the Property subject to the hazards of operating a farm and assumes all risk of accidents to himself, his family, employees, agents, representatives, contractors or assigns in pursuance of his farming operations, or in performing repairs to the buildings, fences and other improvements, or accidents and injuries arising out of the use of farm equipment and machines.

E. Indemnity. Tenant shall indemnify, defend and hold harmless Landlord and its employees, agents, representatives, contractors and assigns from any and all claims, liens, penalties, demands, actions, proceedings, liabilities or losses of any nature whatsoever (including attorneys' fees and expenses and court costs) arising out of or relating to the acts or omissions of Tenant, or its employees, agents, representatives, contractors or assigns, in exercising any of Tenant's rights hereunder or from use or occupancy of the Property in any manner whatsoever by the Tenant, or its employees, agents, representatives, contractors or assigns, except to the extent solely due and proximately caused by Landlord's gross negligence or willful and wanton acts.
F. Liability for Damage to Property or Persons. Landlord shall not be liable to Tenant for any injury or death to any person or persons, or for any damage to Tenant’s business or to the property, machines, fixtures, and equipment of Tenant, or any person claiming through or under Tenant, arising out of any accident or occurrence in, upon or near the Property unless such injury, death or damage is solely due to and proximately caused by Landlord’s gross negligence or willful and wanton acts. All property of Tenant shall be kept or stored at the Property at the risk of Tenant, and Tenant shall defend and hold Landlord harmless from claims arising out of damage to same, including subrogation claims by Tenant's insurance carrier, unless such damage shall be solely due and proximately caused by the willful act or gross neglect of Landlord. Landlord shall not be responsible for injury or damage to any persons or property of Tenant or of others caused by or resulting from bursting, breakage or leakage of pipes, from steam, snow or ice, from running, backing up, seepage or overflow of water or sewage in or near the Property or resulting from acts of God or the elements or from any defect or negligence in the occupancy, construction, operation or use of the Property including any building improvements, structural elements, mechanical systems and other machinery and equipment.

Landlord shall not be liable for any injury or damage to persons or property or to any building, structure or improvements on the Property resulting from fire, explosion, falling plaster, steam, gas, electricity, water, rain or snow or leaks from any building, structure or improvements on the Property or from the pipes, appliances or plumbing works or from the roof, street or subsurface or from any other place or by dampness or by any other cause of whatever nature; Landlord shall not be liable for any such injury or damage caused by other tenants or by occupants of the Property or property adjacent thereto or by the public, or by operations in the construction of any private, public, or quasi-public work. Landlord shall not be liable for any latent defect in construction or renovations to the Property or to any building, structure or improvements located on the Property.

G. Right of Entry. The Landlord or his Agent shall be entitled to free access to the Property at all times and may make any repairs and improvements thereon. If this lease is terminated, the Landlord or his Agent shall be entitled to fall till, fertilize or otherwise prepare the ground and plant in proper season for the following year's crops.

H. If the Tenant shall, from any cause, fail to comply with any of Tenant's obligations herein, the Landlord may at any time when such failure occurs after giving five days' written notice of its intention to do so: (1) terminate this lease; or (2) terminate Tenant's right to possession under this lease and take possession of said Property and buildings thereon which the Tenant agrees to surrender without said possession terminating this lease and Tenant's obligation to pay rent hereunder, and employ other persons to tend said crop and perform all the agreements of the Tenant as herein contained as fully as the same are contemplated in this agreement and after deducting all monies advanced, or monies or crops due for the rent and the expense of attending such crop as aforesaid, to pay the residue, if any, to the Tenant. If the Tenant shall fail
to pay the cash rent or shall fail to keep any of the agreements of this lease, all costs and attorney's fees of the Landlord in enforcing collection or performance, shall be added to and become a part of the obligations payable by the Tenant hereunder.

I. Yielding Possession. The Tenant agrees that at the expiration of the term of this lease, he will yield up possession of the Property to the Landlord without further demand or notice, in as good order and condition as when same were entered upon by the Tenant, loss by fire or tornado, and ordinary wear excepted. The Tenant shall pay to the Landlord a reasonable compensation for any damage to the Property above the aforementioned exceptions.

J. The Tenant shall be responsible for all employer obligations on hired labor with respect to safety requirements, social security and workers compensation contributions, and the Landlord shall have no responsibilities therefore.

SECTION 7. ENVIRONMENTAL CONCERNS.

A. The Tenant is to use prudence and care in transporting, storing, handling and applying all fertilizers, pesticides, herbicides, and other chemicals and similar substances, and to read and follow instructions on the labels for the use of such materials in order to avoid injury or damages to persons or property or both on the Property and adjoining areas.

B. Any chemicals for weed or insect control or other use, when used, should be applied at levels not to exceed the manufacturer's recommendation for the soil types involved. The Tenant agrees to provide the Landlord annually, a written report indicating the product name, amount, date of application and location of application of all pesticides and fertilizers used on the Property.

C. No chemicals will be stored on the Property. When chemicals or petroleum products are on the Property, they will be only those planned to be used on the Property, and they will be in closed, tight containers above ground and clearly marked. No chemicals or chemical containers will be disposed of on the Property.

D. Both Landlord and Tenant affirm the goals of minimizing soil erosion losses and preserving the productivity of the land in ways that are consonant with their needs and desires for acceptable current returns to their individual inputs on the Property.

E. Environmental Indemnity.

   (a) Tenant hereby agrees to defend, protect, indemnify and hold harmless Landlord, Landlord's affiliates, directors, officers, agents and employees, and Landlord's participants, successors and assigns (hereinafter, collectively the "Indemnified Parties"), from and against, and shall reimburse the Indemnified Parties for, any and all actual out-of-pocket costs (including, without limitation, attorneys' fees, consultants' fees, laboratory costs, expenses and court costs), expense or loss
arising from any claim, liability, demands, damage, injunctive relief, claims of lien, liens, settlements, legal and administrative proceedings, injury to person, property or natural resources, fine, penalty, action, cause of action and obligations and liabilities of any kind or nature whatsoever (collectively, "Costs and Liabilities"), incurred by or asserted against any Indemnified Party and arising directly or indirectly, in whole or in part, out of the release, discharge, deposit or presence, or alleged or suspected release, discharge, deposit or presence of any Hazardous Materials at, on, within, under, about or from the Property, or in or adjacent to any part of the Property, or in the soil, groundwater or soil vapor on or under the Property, or elsewhere in connection with the transportation of Hazardous Materials to or from the Property in violation of any Hazardous Materials Laws, whether or not known to Tenant or Indemnified Parties, whether foreseeable or unforeseeable, regardless of the source of such release, discharge, deposit or presence, regardless of when such release, discharge, deposit or presence occurred or is discovered. Without limiting the generality of the foregoing indemnity, such Costs and Liabilities shall include, without limitation, all actual out-of-pocket costs incurred by Indemnified Parties in connection with (i) determining whether the Property is in compliance or the amount of money required to remediate any environmental contamination, and causing the Property to be or become in compliance, with all applicable Hazardous Materials Laws, (ii) any investigation, clean up, removal or remediation of any kind and disposal of any Hazardous Materials present in the soil, groundwater, or at, on, under or within the Property, released from the Property, or which migrate, flow, or percolate onto, under or within any facility or property with respect to which Tenant or Landlord otherwise would have any liability or are otherwise present due to the act of a third party, to the extent required by applicable Hazardous Materials Laws in effect at the time of such investigation, clean up, removal, remediation or disposal, and (iii) repair of any damage to the Property or any other property caused by any investigation, clean up, removal, remediation or disposal.

(b) Upon demand by any Indemnified Party, Tenant shall defend any investigation, action or proceeding in connection with any claim or liability, or alleged claim or liability, that would, if determined adversely to such Indemnified Party, be covered by the foregoing indemnification provisions, such defense to be at Tenant’s sole cost and expense and by counsel chosen by such Indemnified Party, which counsel may, without limiting the rights of an Indemnified Party pursuant to the next succeeding sentence of this Section 5(b), also represent Tenant in such investigation, action or proceeding.

(c) As used herein, the term "Hazardous Materials" means and includes any flammable, explosive, or radioactive materials or hazardous, toxic or dangerous wastes, substances or related materials or any other chemicals, materials or substances, exposure to which is prohibited, limited or regulated by any federal, state, county, regional or local authority or which, even if not so regulated, may or could pose a hazard to the health and safety of the occupants of the Property or of property adjacent to the Property, including, but not limited to, asbestos, PCBs,
petroleum products and byproducts, substances defined or listed as "hazardous substances" or "toxic substances" or similarly identified in, pursuant to, or for purposes of, the Comprehensive Environmental Response, Compensation, and Liability Act, as amended (42 U.S.C. Section 9601, et seq.), the Hazardous Materials Transportation Act (49 U.S.C. Section 1801, et seq.), the Resource Conservation and Recovery Act (42 U.S.C. Section 6901, et seq.), and any so called "Superfund" or "Superlien" law, or any other federal, state or local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance or material, or any substances or mixture regulated under the Toxic Substance Control Act of 1976, as now or hereafter amended (15 U.S.C. Section 2601, et seq.); and any "toxic pollutant" under the Clean Water Act, as now or hereafter amended (33 U.S.C. Section 1251, et seq.); and any hazardous air pollutant under the Clean Air Act, as now or hereafter amended (42 U.S.C. Section 7901, et seq.). The term "Hazardous Materials Laws" means any federal, state or local law, code, statute, ordinance, rule, regulation, rule of common law or guideline relating to Hazardous Materials now or hereafter enacted or promulgated (collectively, and including, without limitation, any such laws which require notice of the use, presence, storage, generation, disposal or release of any Hazardous Material be provided to any party).

(d) This Environmental Indemnity provision shall survive the termination of this Lease.

SECTION 8. ADDITIONAL AGREEMENTS.

A. Tenant shall attend a mandatory safety and security meeting provided by Landlord prior to operating on the Property.

B. Dumping fill, spreading septic, sewage material, sludge or sludge lime, waste treatment, or non-agricultural material is prohibited, except with the express, written consent of the Landlord.

C. No hunting rights or privileges are granted for the Property and Tenant shall not allow any hunting to take place thereon.

D. Tenant will timely certify the acres planted of each crop at the Farm Service office.

E. Landlord may, from time to time, remove some portion of the Property from Tenant's use under this lease, without penalty to Landlord except for the payment of crop damage as detailed below. In the event of the Landlord selling, changing the land use, altering the Property or otherwise removing a portion of the Property from the use of Tenant, the Tenant will be given notice to remove the growing crop, if possible. Additional land may be excluded from this lease by Landlord before planting a new crop. Any annual rent collected to date then to be refunded to Tenant. The Landlord will compensate the Tenant for crop damage during the growing season resulting from borings or other activities before planting, amount not to exceed the per acre price;
after the crop is planted, not to exceed $600.00 per acre; after July 15th until harvest season, not to exceed $700.00 per acre with Landlord keeping the rent in all cases.

F. The failure of Landlord on one or more occasions to enforce any one of the provisions of this Lease Agreement or to exercise any right, remedy or privilege hereunder shall not be construed as a waiver of any subsequent breach or default of a similar nature or as a waiver of any such provision, right, remedy or privilege.

G. This Lease Agreement and its interpretation and application shall be governed by the internal laws of the State of Illinois without giving effect to conflicts of laws principles. Venue for any action concerning the enforcement of this Lease Agreement shall be proper only in the Sixteenth Judicial Circuit Court, DeKalb County, Illinois.

IN WITNESS WHEREOF, we affix our signatures this, the day and year first written above.

City of DeKalb, an Illinois Municipal Corporation

By: ________________________________
    Bill Nicklas, City Manager

Tenant: ________________________________
        Tom Weishaar, Weishaar Farms

PERSONAL GUARANTY

Tenant's performance of all of the foregoing obligations of the Lease are hereby unconditionally guaranteed by the person whose signature appears below. Said Guarantor waives presentment, dishonor and understands that Landlord has no obligation to pursue Tenant to enforce any provisions of this Lease prior to enforcing same against Guarantor. Tenant and Guarantor acknowledge that Landlord would not enter into this Lease without Guarantor executing and guaranteeing Tenant's obligations herein.

Guarantor: ________________________________

Print Name: ________________________________

Signature: ________________________________
DEKALB TAYLOR MUNICIPAL AIRPORT AGRICULTURAL FARM LEASE

Portion of the Airport Farm North of Barber Greene Road
5.5 Acres

This lease is entered into the 11th day of February 2019, between City of DeKalb, an Illinois Municipal Corporation, Landlord, and Larson Grain Farms, Tenant.

The Landlord, in consideration of the agreements set forth in this lease to be kept and performed by the Tenant, rents and leases to the Tenant, to occupy and to use for agricultural purposes only, the following real estate located in the County of DeKalb and State of Illinois, described as follows (hereinafter referred to as the "Property"):

The cropland of Permanent Tax Index No(s). (Portion of) 09-17-100-117 consisting of approximately 5.5 tillable acres.

The term of this lease shall be from the 1st day of January 2019 to the 15th day of December 2022 or earlier if final harvesting has occurred. Following final harvest in the last year of the lease, the Tenant shall obtain the Landlord's consent prior to the application of any fertilizer or the completion of any fall tillage operations. In the last year of the lease, Tenant shall, in all events, complete final harvest by not later than December 15, 2022; any crops remaining on the Property thereafter shall become the property of the Landlord.

The terms of this lease shall be binding on the heirs, executors, administrators, and assigns of both Landlord and Tenant in like manner as upon the original parties, except by mutual agreement otherwise.

SECTION 1. AMOUNT OF RENT AND TIME OF PAYMENT.

The Tenant agrees to pay the Landlord as annual cash rent for the above-described Property the sum of $1,020.25, which shall be paid on the 15th day of March of each year of the lease.

This represents 5.5 acres @ $185.50 per acre.

SECTION 2. LANDLORD'S INVESTMENT AND EXPENSE.

The Landlord agrees to allow Tenant the quiet enjoyment of the Property so long as Tenant complies with all of Tenant's obligations of this Lease.

SECTION 3. TENANT'S INVESTMENT AND EXPENSES.

The Tenant agrees to furnish the Property and to pay the items of expenses described below:
A. All machinery, equipment, fuel and labor necessary to operate the Property.

B. All ad valorem property taxes or assessments of any nature on the Property. The Tenant shall be responsible for paying all property taxes and assessments due for the Property during the term of this lease (e.g. the Tenant shall pay the property taxes for tax year 2019, which are due and payable in calendar year 2020, the taxes for tax year 2020, which are due and payable in 2021, and the taxes for tax year 2021, which are due and payable in 2022). The tenant shall be responsible for obtaining a copy of the tax and assessment bill(s) for the Property, and for timely paying all taxes and assessments on or prior to their due date.

C. All operating expenses or the portion of expenses not furnished or paid by the Landlord as provided in this lease. Except as otherwise expressly indicated herein, the Landlord shall not be responsible for any expenses related to the Property or this lease.

D. Insurance. Tenant covenants and agrees prior to any use or occupancy of the Property and at Tenant's sole cost and expense to maintain in full force and effect at all times during the term of this lease, workmen's compensation insurance (if required under applicable law) with statutory limits of coverage and general liability insurance naming Landlord as an additional insured with waiver of subrogation and with limits not less than One Million ($ 1,000,000) for personal injury, including bodily injury and death, property damage, and with coverage for pollution, crop spraying, overspray and drift. Tenant shall provide Landlord with a copy of the declaration pages of all such insurance policies. Such insurance policies shall be issued by an insurance company approved by Landlord and in a form acceptable to Landlord and shall be subject to modification or cancellation only upon written notice delivered by certified mail to Landlord not less than thirty (30) days in advance of any such proposed modification or cancellation. Said policies shall name the Landlord as an additional primary insured on all forms of coverage.

SECTION 4. TENANT'S DUTIES IN OPERATING PROPERTY.

In addition to the agreements covered by the foregoing provisions of this lease, the Tenant further agrees that he will perform and carry out the stipulations represented in the following clauses:

A. To faithfully cultivate the Property in a timely, thorough and businesslike manner.

B. Not assign this lease to any person or persons or sublet any part of the Property without the written consent of the Landlord.

C. To take proper care of all trees, vines and shrubs, and to prevent injury to the same.

D. Not to cut live trees except by permission of the Landlord.
E. Not to allow noxious weeds to go to seed on said Property, but to destroy the same and to cut and maintain the sprouts, brush, weeds and grass up to the roads adjoining the land as often as needed each year.

F. Not to burn cornstalks, straw, or other crop residues grown upon the Property except by permission of the Landlord, but to leave or spread all such material upon the land, and in no case to remove from the Property any such material without the consent of the Landlord.

G. To prevent all unnecessary waste, or loss, or damage to the Property of the Landlord.

H. The Tenant agrees to plow in any post-harvest crop residue on or before November 15th of each year of this lease. Tenant also agrees to follow such crop rotation, tillage practices, fertilizer programs, conservation measures and arrangements as are instructed by Landlord.

I. To keep the Property neat and orderly.

J. The buildings, fences and other improvements on the Property are to be kept in as good repair and condition as they are at the beginning of the lease, or in as good repair and condition as they may be put in by the Landlord during the term of the lease, ordinary wear and depreciation excepted.

K. To preserve established watercourses or ditches, to refrain from any operation that will injure them, and to comply with all applicable rules and regulations governing the maintenance and use of watercourses, ditches, erodible soils, drainage systems or related areas of the Property.

L. To haul and spread all manure on appropriate fields at times and in quantities consistent with environmental protection requirements.

M. Follow the farming practices that are generally recommended for and that are best adapted to this type of Property and for this locality unless other practices are agreed upon.

SECTION 5. MANAGEMENT AND BUSINESS PROCEDURES.

The Landlord and Tenant agree that they will observe the following provisions:

A. Except when mutually decided otherwise, the land use and cropping system shall be approximately as follows: All tillable cropland as hereby rented to Tenant.

B. The fertilizer and limestone program shall be nitrogen, phosphorus and potash applied annually to produce corn or soybeans and maintain the fertility of the soil, for which the Tenant shall provide records and receipts of all applications, to the Landlord.
or his Agent, if requested. Soil testing, fertilizer, chemical, seed and ag lime costs are all Tenant's expense.

SECTION 6. DEFAULT, COMPENSATION FOR DAMAGE, METHOD OF SETTLEMENT, RIGHT OF ENTRY.

A. Tenant is not to erect or permit to be erected upon said Property, any structure, building, fence or sign of any kind whatsoever, except by the written consent of the Landlord, nor to purchase any materials or incur any expenses for the account of the Landlord without its approval and will not make a claim for labor at any time unless Landlord has given written permission at a previous date.

B. Nothing in this lease shall confer upon the Tenant any right to minerals underlying said land or any part thereof, but the same are hereby expressly reserved by the Landlord together with the full right and liberty to them, to enter upon the Property and to bore, search and excavate for same, to work and remove the same, and to deposit excavated rubbish, and with full liberty to pass over said Property with vehicles and lay down and work any such railroad track or tracks, tanks, pipe lines, powers and structures as may be necessary or convenient for the above purpose. Said Landlord, however, agrees to deduct from the annual rent, pro-rata, for the land so taken by him or his assigns for said uses when the rental of such land is cash, and to reimburse the said Tenant for any actual damage he may suffer for crops destroyed where such land is on grain rent and to release Tenant from obligation to continue farming this Property when development of resources interferes materially with Tenant's ability to make a satisfactory return.

C. Landlord shall in no way be liable in damages for failure of water supply or for any damage by the elements or otherwise, to any of the improvements, nor for any loss or damage while improvements are under construction or repair, nor for any failure to repair or alter or replace any buildings or improvement.

D. Tenant takes possession of the Property subject to the hazards of operating a farm and assumes all risk of accidents to himself, his family, employees, agents, representatives, contractors or assigns in pursuance of his farming operations, or in performing repairs to the buildings, fences and other improvements, or accidents and injuries arising out of the use of farm equipment and machines.

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to the extent solely due and proximately caused by Landlord's gross negligence or willful and wanton acts.

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C. No hunting rights or privileges are granted for the Property and Tenant shall not allow any hunting to take place thereon.

D. Tenant will timely certify the acreages planted of each crop at the Farm Service office.

E. Landlord may, from time to time, remove some portion of the Property from Tenant's use under this lease, without penalty to Landlord except for the payment of crop damage as detailed below. In the event of the Landlord selling, changing the land use, altering the Property or otherwise removing a portion of the Property from the use of Tenant, the Tenant will be given notice to remove the crop, if possible.
Additional land may be excluded from this lease by Landlord before planting a new crop. Any annual rent collected to date then to be refunded to Tenant. The Landlord will compensate the Tenant for crop damage during the growing season resulting from borings or other activities before planting, amount not to exceed the per acre price; after the crop is planted, not to exceed $600.00 per acre; after July 15th until harvest season, not to exceed $700.00 per acre with Landlord keeping the rent in all cases.

F. The failure of Landlord on one or more occasions to enforce any one of the provisions of this Lease Agreement or to exercise any right, remedy or privilege hereunder shall not be construed as a waiver of any subsequent breach or default of a similar nature or as a waiver of any such provision, right, remedy or privilege.

G. This Lease Agreement and its interpretation and application shall be governed by the internal laws of the State of Illinois without giving effect to conflicts of laws principles. Venue for any action concerning the enforcement of this Lease Agreement shall be proper only in the Sixteenth Judicial Circuit Court, DeKalb County, Illinois.

IN WITNESS WHEREOF, we affix our signatures this, the day and year first written above.

City of DeKalb, an Illinois Municipal Corporation

By: ________________________________

[Signature]

Bill Nicklas, City Manager

Tenant: ________________________________

[Signature]

Larson Grain Farms

PERSONAL GUARANTY

Tenant’s performance of all of the foregoing obligations of the Lease are hereby unconditionally guaranteed by the person whose signature appears below. Said Guarantor waives presentment, dishonor and understands that Landlord has no obligation to pursue Tenant to enforce any provisions of this Lease prior to enforcing same against Guarantor. Tenant and Guarantor acknowledge that Landlord would not enter into this Lease without Guarantor executing and guaranteeing Tenant's obligations herein.

Guarantor: ________________________________

Print Name: ________________________________

Signature: ________________________________
DEKALB TAYLOR MUNICIPAL AIRPORT AGRICULTURAL FARM LEASE

Tract 09-17-100-022
14.5 Acres

This lease is entered into the 11th day of February 2019, between City of DeKalb, an Illinois Municipal Corporation, Landlord, and Diehl Farms Partnership, Tenant.

The Landlord, in consideration of the agreements set forth in this lease to be kept and performed by the Tenant, rents and leases to the Tenant, to occupy and to use for agricultural purposes only, the following real estate located in the County of DeKalb and State of Illinois, described as follows (hereinafter referred to as the "Property"):

The cropland of Permanent Tax Index No(s). of Track 09-17-100-022 acres consisting of 14.5 tillable acres.

The term of this lease shall be from the 1st day of January 2019 to the 15th day of December 2022 or earlier if final harvesting has occurred. Following final harvest in the last year of the lease, the Tenant shall obtain the Landlord's consent prior to the application of any fertilizer or the completion of any fall tillage operations. In the last year of the lease, Tenant shall, in all events, complete final harvest by not later than December 15, 2022; any crops remaining on the Property thereafter shall become the property of the Landlord.

The terms of this lease shall be binding on the heirs, executors, administrators, and assigns of both Landlord and Tenant in like manner as upon the original parties, except by mutual agreement otherwise.

SECTION 1. AMOUNT OF RENT AND TIME OF PAYMENT.

The Tenant agrees to pay the Landlord as annual cash rent for the above-described Property the sum of $2,689.75, which shall be paid on the 15th day of March of each year of the lease.

This represents 14.5 acres @ $185.50 per acre.

SECTION 2. LANDLORD’S INVESTMENT AND EXPENSE.

The Landlord agrees to allow Tenant the quiet enjoyment of the Property so long as Tenant complies with all of Tenant's obligations of this Lease.

SECTION 3. TENANT’S INVESTMENT AND EXPENSES.

The Tenant agrees to furnish the Property and to pay the items of expenses described below:
A. All machinery, equipment, fuel and labor necessary to operate the Property.

B. All ad valorem property taxes or assessments of any nature on the Property. The Tenant shall be responsible for paying all property taxes and assessments due for the Property during the term of this lease (e.g. the Tenant shall pay the property taxes for tax year 2018, which are due and payable in calendar year 2019, the taxes for tax year 2019, which are due and payable in 2020, and the taxes for tax year 2020, which are due and payable in 2021). The tenant shall be responsible for obtaining a copy of the tax and assessment bill(s) for the Property, and for timely paying all taxes and assessments on or prior to their due date.

C. All operating expenses or the portion of expenses not furnished or paid by the Landlord as provided in this lease. Except as otherwise expressly indicated herein, the Landlord shall not be responsible for any expenses related to the Property or this lease.

D. Insurance. Tenant covenants and agrees prior to any use or occupancy of the Property and at Tenant's sole cost and expense to maintain in full force and effect at all times during the term of this lease, workmen's compensation insurance (if required under applicable law) with statutory limits of coverage and general liability insurance naming Landlord as an additional insured with waiver of subrogation and with limits not less than One Million ($ 1,000,000) for personal injury, including bodily injury and death, property damage, and with coverage for pollution, crop spraying, overspray and drift. Tenant shall provide Landlord with a copy of the declaration pages of all such insurance policies. Such insurance policies shall be issued by an insurance company approved by Landlord and in a form acceptable to Landlord and shall be subject to modification or cancellation only upon notice delivered by certified mail to Landlord not less than thirty (30) days in advance of any such proposed modification or cancellation. Said policies shall name the Landlord as an additional primary insured on all forms of coverage.

SECTION 4. TENANT'S DUTIES IN OPERATING PROPERTY.

In addition to the agreements covered by the foregoing provisions of this lease, the Tenant further agrees that he will perform and carry out the stipulations represented in the following clauses:

A. To faithfully cultivate the Property in a timely, thorough and businesslike manner.

B. Not assign this lease to any person or persons or sublet any part of the Property without the written consent of the Landlord.

C. To take proper care of all trees, vines and shrubs, and to prevent injury to the same.

D. Not to cut live trees except by permission of the Landlord.
E. Not to allow noxious weeds to go to seed on said Property, but to destroy the same and to cut and maintain the sprouts, brush, weeds and grass up to the roads adjoining the land as often as needed each year.

F. Not to burn cornstalks, straw, or other crop residues grown upon the Property except by permission of the Landlord, but to leave or spread all such material upon the land, and in no case to remove from the Property any such material without the consent of the Landlord.

G. To prevent all unnecessary waste, or loss, or damage to the Property of the Landlord.

H. The Tenant agrees to plow in any post-harvest crop residue on or before November 15th of each year of this lease. Tenant also agrees to follow such crop rotation, tillage practices, fertilizer programs, conservation measures and arrangements as are instructed by Landlord.

I. To keep the Property neat and orderly.

J. The buildings, fences and other improvements on the Property are to be kept in as good repair and condition as they are at the beginning of the lease, or in as good repair and condition as they may be put in by the Landlord during the term of the lease, ordinary wear and depreciation excepted.

K. To preserve established watercourses or ditches, to refrain from any operation that will injure them, and to comply with all applicable rules and regulations governing the maintenance and use of watercourses, ditches, erodible soils, drainage systems or related areas of the Property.

L. To haul and spread all manure on appropriate fields at times and in quantities consistent with environmental protection requirements.

M. Follow the farming practices that are generally recommended for and that are best adapted to this type of Property and for this locality other practices are agreed upon.

SECTION 5. MANAGEMENT AND BUSINESS PROCEDURES.

The Landlord and Tenant agree that they will observe the following provisions:

A. Except when mutually decided otherwise, the land use and cropping system shall be approximately as follows: All tillable cropland as hereby rented to Tenant.

B. The fertilizer and limestone program shall be nitrogen, phosphorus and potash applied annually to produce corn or soybeans and maintain the fertility of the soil, for which the Tenant shall provide records and receipts of all applications, to the Landlord or his
Agent, if requested. Soil testing, fertilizer, chemical, seed and ag lime costs are all Tenant's expense.

SECTION 6. DEFAULT, COMPENSATION FOR DAMAGE, METHOD OF SETTLEMENT, RIGHT OF ENTRY.

A. Tenant is not to erect or permit to be erected upon said Property, any structure, building, fence or sign of any kind whatsoever, except by the written consent of the Landlord, nor CBD to purchase any materials or incur any expenses for the account of the Landlord without its approval and will not make a claim for labor at any time unless Landlord has given written permission at a previous date.

B. Nothing in this lease shall confer upon the Tenant any right to minerals underlying said land or any part thereof, but the same are hereby expressly reserved by the Landlord together with the full right and liberty to them, to enter upon the Property and to bore, search and excavate for same, to work and remove the same, and to deposit excavated rubbish, and with full liberty to pass over said Property with vehicles and lay down and work any such railroad track or tracks, tanks, pipe lines, powers and structures as may be necessary or convenient for the above purpose. Said Landlord, however, agrees to deduct from the annual rent, pro-rata, for the land so taken by him or his assigns for said uses when the rental of such land is cash, and to reimburse the said Tenant for any actual damage he may suffer for crops destroyed where such land is on gain rent and to release Tenant from obligation to continue farming this Property when development of resources interferes materially with Tenant's ability to make a satisfactory return.

C. Landlord shall in no way be liable in damages for failure of water supply or for any damage by the elements or otherwise, to any of the improvements, nor for any loss or damage while improvements are under construction or repair, nor for any failure to repair or alter or replace any buildings or improvement.

D. Tenant takes possession of the Property subject to the hazards of operating a farm and assumes all risk of accidents to himself, his family, employees, agents, representatives, contractors or in pursuance of his farming operations, or in performing repairs to the buildings, fences and other improvements, or accidents and injuries arising out of the use of farm equipment and machines.

E. Indemnity. Tenant shall indemnify, defend and hold harmless Landlord and its employees, agents, representatives, contractors and assigns from any and all claims, liens, penalties, demands, actions, proceedings, liabilities or losses of any nature whatsoever (including attorneys' fees and expenses and court costs) arising out of or relating to the acts or omissions of Tenant, or its employees, agents, representatives, contractors or assigns, in exercising any of Tenant's rights hereunder or from use or occupancy of the Property in any manner whatsoever by the Tenant, or its employees, agents, representatives, contractors or assigns, except to the extent solely due and proximately caused by Landlord's gross negligence or willful and wanton acts.
F. Liability for Damage to Property or Persons. Landlord shall not be liable to Tenant for any injury or death to any person or persons, or for any damage to Tenant's business or to the property, machines, fixtures, and equipment of Tenant, or any person claiming through or under Tenant, arising out of any accident or occurrence in, upon or near the Property unless such injury, death or damage is solely due to and proximately caused by Landlords gross negligence or willful and wanton acts. All property of Tenant shall be kept or stored at the Property at the risk of Tenant, and Tenant shall defend and hold Landlord harmless from claims arising out of damage to same, including subrogation claims by Tenant's insurance carrier, unless such damage shall be solely due and proximately caused by the willful act or gross neglect of Landlord. Landlord shall not be responsible for injury or damage to any persons or property of Tenant or of others caused by or resulting from bursting, breakage or leakage of pipes, from steam, snow or ice, from running, backing up, seepage or overflow of water or sewage in or near the Property or resulting from acts of God or the elements or from any defect or negligence in the occupancy, construction, operation or use of the Property including any building improvements, structural elements, mechanical systems and other machinery and equipment.

Landlord shall not be liable for any injury or damage to persons or property or to any building, structure or improvements on the Property resulting from fire, explosion, falling plaster, steam, gas, electricity, water, rain or snow or leaks from any building, structure or improvements on the Property or from the pipes, appliances or plumbing works or from the roof, street or subsurface or from any other place or by dampness or by any other cause of whatever nature; Landlord shall not be liable for any such injury or damage caused by other tenants or by occupants of the Property or property adjacent thereto or by the public, or by operations in the construction of any private, public, or quasi-public work. Landlord shall not be liable for any latent defect in construction or renovations to the Property or to any building, structure or improvements located on the Property.

G. Right of Entry. The Landlord or his Agent shall be entitled to free access to the Property at all times and may make any repairs and improvements thereon. If this lease is terminated, the Landlord or his Agent shall be entitled to fall till, fertilize or otherwise prepare the ground and plant in proper season for the following year's crops.

H. If the Tenant shall, from any cause, fail to comply with any of Tenant's obligations herein, the Landlord may at any time when such failure occurs after giving five days' written notice of its intention to do so: (1) terminate this lease; or (2) terminate Tenant's right to possession under this lease and take possession of said Property and buildings thereon which the Tenant agrees to surrender without said possession terminating this lease and Tenant's obligation to pay rent hereunder, and employ other persons to tend said crop and perform all the agreements of the Tenant as herein contained as fully as the same are contemplated in this agreement and after deducting all monies advanced, or monies or crops due for the rent and the expense of attending such crop as aforesaid, to pay the residue, if any, to the Tenant. If the Tenant shall fail to pay the cash rent or shall fail to keep any of the agreements of this lease, all costs
and attorney's fees of the Landlord in enforcing collection or performance, shall be added to and become a part of the obligations payable by the Tenant hereunder.

I. Yielding Possession. The Tenant agrees that at the expiration of the term of this lease, he will yield up possession of the Property to the Landlord without further demand or notice, in as good order and condition as when same were entered upon by the Tenant, loss by fire or tornado, and ordinary wear excepted. The Tenant shall pay to the Landlord a reasonable compensation for any damage to the Property above the aforementioned exceptions.

J. The Tenant shall be responsible for all employer obligations on hired labor with respect to safety requirements, social security and workers compensation contributions, and the Landlord shall have no responsibilities therefore.

SECTION 7. ENVIRONMENTAL CONCERNS.

A. The Tenant is to use prudence and care in transporting, storing, handling and applying all fertilizers, pesticides, herbicides, and other chemicals and similar substances, and to read and follow instructions on the labels for the use of such materials in order to avoid injury or damages to persons or property or both on the Property and adjoining areas.

B. Any chemicals for weed or insect control or other use, when used, should be applied at levels not to exceed the manufacturer’s recommendation for the soil types involved. The Tenant agrees to provide the Landlord annually, a written report indicating the product name, amount, date of application and location of application of all pesticides and fertilizers used on the Property.

C. No chemicals will be stored on the Property. When chemicals or petroleum products are on the Property, they will be only those planned to be used on the Property, and they will be in closed, tight containers above ground and clearly marked. No chemicals or chemical containers will be disposed of on the Property.

D. Both Landlord and Tenant affirm the goals of minimizing soil erosion losses and preserving the productivity of the land in ways that are consonant with their needs and desires for acceptable current returns to their individual inputs on the Property.

E. Environmental Indemnity.

(a) Tenant hereby agrees to defend, protect, indemnify and hold harmless Landlord, Landlords affiliates, directors, officers, agents and employees, and Landlord's participants, successors and assigns (hereinafter, collectively the "Indemnified Parties"), from and against, and shall reimburse the Indemnified Parties for, any and all actual out-of-pocket costs (including, without limitation, attorneys' fees, consultants' fees, laboratory costs, expenses and court costs), expense or loss arising from any claim, liability, demands, damage, injunctive relief, claims of lien,
liens, settlements, legal and administrative proceedings, injury to person, property or natural resources, fine, penalty, action, cause of action and obligations and liabilities of any kind or nature whatsoever (collectively, "Costs and Liabilities"), incurred by or asserted against any Indemnified Party and arising directly or indirectly, in whole or in part, out of the release, discharge, deposit or presence, or alleged or suspected release, discharge, deposit or presence of any Hazardous Materials at, on, within, under, about or from the Property, or in or adjacent to any part of the Property, or in the soil, groundwater or soil vapor on or under the Property, or elsewhere in connection with the transportation of Hazardous Materials to or from the Property in violation of any Hazardous Materials Laws, whether or not known to Tenant or Indemnified Parties, whether foreseeable or unforeseeable, regardless of the source of such release, discharge, deposit or presence, regardless of when such release, discharge, deposit or presence occurred or is discovered. Without limiting the generality of the foregoing indemnity, such Costs and Liabilities shall include, without limitation, all actual out-of-pocket costs incurred by Indemnified Parties in connection with (i) determining whether the Property is in compliance or the amount of money required to remediate any environmental contamination, and causing the Property to be or become in compliance, with all applicable Hazardous Materials Laws, (ii) any investigation, clean up, removal or remediation of any kind and disposal of any Hazardous Materials present in the soil, groundwater, or at, on, under or within the Property, released from the Property, or which migrate, flow, or percolate onto, under or within any facility or property with respect to which Tenant or Landlord otherwise would have any liability or are otherwise present due to the act of a third party, to the extent required by applicable Hazardous Materials Laws in effect at the time of such investigation, clean up, removal, remediation or disposal, and (iii) repair of any damage to the Property or any other property caused by any investigation, clean up, removal, remediation or disposal.

(b) Upon demand by any Indemnified Party, Tenant shall defend any investigation, action or proceeding in connection with any claim or liability, or alleged claim or liability, that would, if determined adversely to such Indemnified Party, be covered by the foregoing indemnification provisions, such defense to be at Tenant's sole cost and expense and by counsel chosen by such Indemnified Party, which counsel may, without limiting the rights of an Indemnified Party pursuant to the next succeeding sentence of this Section 5(b), also represent Tenant in such investigation, action or proceeding.

(c) As used herein, the term "Hazardous Materials" means and includes any flammable, explosive, or radioactive materials or hazardous, toxic or dangerous wastes, substances or related materials or any other chemicals, materials or substances, exposure to which is prohibited, limited or regulated by any federal, state, county, regional or local authority or which, even if not so regulated, may or could pose a hazard to the health and safety of the occupants of the Property or of property adjacent to the Property, including, but not limited to, asbestos, PCBs, petroleum products and byproducts, substances defined or listed as "hazardous
substances" or "toxic substances" or similarly identified in, pursuant to, or for purposes of, the Comprehensive Environmental Response, Compensation, and Liability Act, as amended (42 U.S.C Section 9601, et seq.), the Hazardous Materials Transportation Act (49 U.S.C. Section 1801, et seq.), the Resource Conservation and Recovery Act (42 U.S.C. Section 6901, et seq.), and any so called "Superfund" or "Superlien" law, or any other federal, state or local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance or material, or any substances or mixture regulated under the Toxic Substance Control Act of 1976, as now or hereafter amended (15 U.S.C. Section 2601, et seq.); and any "toxic pollutant" under the Clean Water Act, as now or hereafter amended (33 U.S.C. Section 1251, et seq.); and any hazardous air pollutant under the Clean Air Act, as now or hereafter amended (42 U.S.C. Section 7901, et seq.). The term "Hazardous Materials Laws" means any federal, state or local law, code, statute, ordinance, rule, regulation, rule of common law or guideline relating to Hazardous Materials now or hereafter enacted or promulgated (collectively, and including, without limitation, any such laws which require notice of the use, presence, storage, generation, disposal or release of any Hazardous Materials to be provided to any party).

(d) This Environmental Indemnity provision shall survive the termination of this Lease.

SECTION 8. ADDITIONAL AGREEMENTS.

A. Tenant shall attend a mandatory safety and security meeting provided by Landlord prior to operating on the Property.

B. Dumping fill, spreading septic, sewage material, sludge or sludge lime, waste treatment, or non-agricultural material is prohibited, except with the express, written consent of the Landlord.

C. No hunting rights or privileges are granted for the Property and Tenant shall not allow any hunting to take place thereon.

D. Tenant will timely certify the acresages planted of each crop at the Farm Service office.

E. Landlord may, from time to time, remove some portion of the Property from Tenant's use under this lease, without penalty to Landlord except for the payment of crop damage as detailed below. In the event of the Landlord selling, changing the land use, altering the Property or otherwise removing a portion of the Property from the use of Tenant, the Tenant will be given notice to remove the growing crop, if possible. Additional land may be excluded from this lease by Landlord before planting a new crop. Any annual rent collected to date then to be refunded to Tenant. The Landlord will compensate the Tenant for crop damage during the growing season resulting from borings or other activities before planting, amount not to exceed the per acre price;
after the crop is planted, not to exceed $600.00 per acre; after July 15th until harvest season, not to exceed $700.00 per acre with Landlord keeping the rent in all cases.

F. The failure of Landlord on one or more occasions to enforce any one of the provisions of this Lease Agreement or to exercise any right, remedy or privilege hereunder shall not be construed as a waiver of any subsequent breach or default of a similar nature or as a waiver of any such provision, right, remedy or privilege.

G. This Lease Agreement and its interpretation and application shall be governed by the internal laws of the State of Illinois without giving effect to conflicts of laws principles. Venue for any action concerning the enforcement of this Lease Agreement shall be proper only in the Sixteenth Judicial Circuit Court, DeKalb County, Illinois.

IN WITNESS WHEREOF, we affix our signatures this, the day and year first written above.

City of DeKalb, an Illinois Municipal Corporation

By: ____________________________
   Bill Nicklas, City Manager

Tenant: ____________________________
   Diehl Farms Partnership
   (Signature)

PERSONAL GUARANTY

Tenant's performance of all of the foregoing obligations of the Lease are hereby unconditionally guaranteed by the person whose signature appears below. Said Guarantor waives presentment, dishonor and understands that Landlord has no obligation to pursue Tenant to enforce any provisions of this Lease prior to enforcing same against Guarantor. Tenant and Guarantor acknowledge that Landlord would not enter into this Lease without Guarantor executing and guaranteeing Tenant's obligations herein.

Guarantor: ____________________________

Print Name: ____________________________

Signature: ____________________________
DEKALB TAYLOR MUNICIPAL AIRPORT
AT DRESSER ROAD AGRICULTURAL FARM LEASE

Portion of Lot #4, =/-9 ACRES

This lease is entered into the 11th day of February 2019, between City of DeKalb, an

The Landlord, in consideration of the agreements set forth in this lease to be kept and
performed by the Tenant, rents and leases to the Tenant, to occupy and to use for
agricultural purposes only, the following real estate located in the County of DeKalb and
State of Illinois, described as follows (hereinafter referred to as the "Property"):

The cropland of Permanent Tax Index No(s). Portion of Lot #4, consisting of 9 tillable
acres.

The term of this lease shall be from the 1st day of January 2019 to the 15th day of
December 2022 or earlier if final harvesting has occurred. Following final harvest in the
last year of the lease, the Tenant shall obtain the Landlord’s consent prior to the
application of any fertilizer or the completion of any fall tillage operations. In the last year
of the lease, Tenant shall, in all events, complete final harvest by not later than December
16, 2022; any crops remaining on the Property thereafter shall become the property of
the Landlord.

The terms of this lease shall be binding on the heirs, executors, administrators, and
assigns of both Landlord and Tenant in like manner as upon the original parties, except
by mutual agreement otherwise.

SECTION 1. AMOUNT OF RENT AND TIME OF PAYMENT.

The Tenant agrees to pay the Landlord as annual cash rent for the above-described
Property the sum of $1,669.50, which shall be paid on the 15th day of March of each year
of the lease.

This represents 9 acres @ $185.50 per acre.

SECTION 2. LANDLORD’S INVESTMENT AND EXPENSE.

The Landlord agrees to allow Tenant the quiet enjoyment of the Property so long as
Tenant complies with all of Tenant’s obligations of this Lease.

SECTION 3. TENANT’S INVESTMENT AND EXPENSES.

The Tenant agrees to furnish the Property and to pay the items of expenses described
below:
A. All machinery, equipment, fuel and labor necessary to operate the Property.

B. All ad valorem property taxes or assessments of any nature on the Property. The Tenant shall be responsible for paying all property taxes and assessments due for the Property during the term of this lease (e.g. the Tenant shall pay the property taxes for tax year 2018, which are due and payable in calendar year 2019, the taxes for tax year 2019, which are due and payable in 2020, and the taxes for tax year 2020, which are due and payable in 2021). The tenant shall be responsible for obtaining a copy of the tax and assessment bill(s) for the Property, and for timely paying all taxes and assessments on or prior to their due date.

C. All operating expenses or the portion of expenses not furnished or paid by the Landlord as provided in this lease. Except as otherwise expressly indicated herein, the Landlord shall not be responsible for any expenses related to the Property or this lease.

D. Insurance. Tenant covenants and agrees prior to any use or occupancy of the Property and at Tenant's sole cost and expense to maintain in full force and effect at all times during the term of this lease, workmen's compensation insurance (if required under applicable law) with statutory limits of coverage and general liability insurance naming Landlord as an additional insured with waiver of subrogation and with limits not less than One Million ($1,000,000) for personal injury, including bodily injury and death, property damage, and with coverage for pollution, crop spraying, overspray and drift. Tenant shall provide Landlord with a copy of the declaration pages of all such insurance policies. Such insurance policies shall be issued by an insurance company approved by Landlord and in a form acceptable to Landlord and shall be subject to modification or cancellation only upon written notice delivered by certified mail to Landlord not less than thirty (30) days in advance of any such proposed modification or cancellation. Said policies shall name the Landlord as an additional primary insured on all forms of coverage.

SECTION 4. TENANT'S DUTIES IN OPERATING PROPERTY.

In addition to the agreements covered by the foregoing provisions of this lease, the Tenant further agrees that he will perform and carry out the stipulations represented in the following clauses:

A. To faithfully cultivate the Property in a timely, thorough and businesslike manner.

B. Not assign this lease to any person or persons or sublet any part of the Property without the written consent of the Landlord.

C. To take proper care of all trees, vines and shrubs, and to prevent injury to the same.

D. Not to cut live trees except by permission of the Landlord.
D. Not to allow noxious weeds to go to seed on said Property, but to destroy the same and to cut and maintain the sprouts, brush, weeds and grass up to the roads adjoining the land as often as needed each year.

E. Not to burn cornstalks, straw, or other crop residues grown upon the Property except by permission of the Landlord, but to leave or spread all such material upon the land, and in no case to remove from the Property any such material without the consent of the Landlord.

F. To prevent all unnecessary waste, or loss, or damage to the Property of the Landlord.

G. The Tenant agrees to plow in any post-harvest crop residue on or before November 15th of each year of this lease. Tenant also agrees to follow such crop rotation, tillage practices, fertilizer programs, conservation measures and arrangements as are instructed by Landlord.

H. To keep the Property neat and orderly.

I. The buildings, fences and other improvements on the Property are to be kept in as good repair and condition as they are at the beginning of the lease, or in as good repair and condition as they may be put in by the Landlord during the term of the lease, ordinary wear and depreciation excepted.

J. To preserve established watercourses or ditches, to refrain from any operation that will injure them, and to comply with all applicable rules and regulations governing the maintenance and use of watercourses, ditches, erodible soils, drainage systems or related areas of the Property.

K. To haul and spread all manure on appropriate fields at times and in quantities consistent with environmental protection requirements.

L. Follow the farming practices that are generally recommended for and that are best adapted to this type of Property and for this locality unless other practices are agreed upon.

SECTION 5. MANAGEMENT AND BUSINESS PROCEDURES.

The Landlord and Tenant agree that they will observe the following provisions:

A. Except when mutually decided otherwise, the land use and cropping system shall be approximately as follows: All tillable cropland as hereby rented to Tenant.

B. The fertilizer and limestone program shall be nitrogen, phosphorus and potash applied annually to produce corn or soybeans and maintain the fertility of the soil, for which the Tenant shall provide records and receipts of all applications, to the Landlord or his
Agent, if requested. Soil testing, fertilizer, chemical, seed and ag lime costs are all Tenant's expense.

SECTION 6. DEFAULT, COMPENSATION FOR DAMAGE, METHOD OF SETTLEMENT, RIGHT OF ENTRY.

A. Tenant is not to erect or permit to be erected upon said Property, any structure, building, fence or sign of any kind whatsoever, except by the written consent of the Landlord, nor to purchase any materials or incur any expenses for the account of the Landlord without its approval and will not make a claim for labor at any time unless Landlord has given written permission at a previous date.

B. Nothing in this lease shall confer upon the Tenant any right to minerals underlying said land or any part thereof, but the same are hereby expressly reserved by the Landlord together with the full right and liberty to them, to enter upon the Property and to bore, search and excavate for same, to work and remove the same, and to deposit excavated rubbish, and with full liberty to pass over said Property with vehicles and lay down and work any such railroad track or tracks, tanks, pipe lines, powers and structures as may be necessary or convenient for the above purpose. Said Landlord, however, agrees to deduct from the annual rent, pro-rata, for the land so taken by him or his assigns for said uses when the rental of such land is cash, and to reimburse the said Tenant for any actual damage he may suffer for crops destroyed where such land is on grain rent and to release Tenant from obligation to continue farming this Property when development of resources interferes materially with Tenant's ability to make a satisfactory return.

C. Landlord shall in no way be liable in damages for failure of water supply or for any damage by the elements or otherwise, to any of the improvements, nor for any loss or damage while improvements are under construction or repair, nor for any failure to repair or alter or replace any buildings or improvement.

D. Tenant takes possession of the Property subject to the hazards of operating a farm and assumes all risk of accidents to himself, his family, employees, agents, representatives, contractors or assigns in pursuance of his farming operations, or in performing repairs to the buildings, fences and other improvements, or accidents and injuries arising out of the use of farm equipment and machines.

E. Indemnity. Tenant shall indemnify, defend and hold harmless Landlord and its employees, agents, representatives, contractors and assigns from any and all claims, liens, penalties, demands, actions, proceedings, liabilities or losses of any nature whatsoever (including attorneys' fees and expenses and court costs) arising out of or relating to the acts or omissions of Tenant, or its employees, agents, representatives, contractors or assigns, in exercising any of Tenant's rights hereunder or from use or occupancy of the Property in any manner whatsoever by the Tenant, or its employees, agents, representatives, contractors or assigns, except to the extent solely due and proximately caused by Landlord's gross negligence or willful and wanton acts.
F. Liability for Damage to Property or Persons. Landlord shall not be liable to Tenant for any injury or death to any person or persons, or for any damage to Tenant's business or to the property, machines, fixtures, and equipment of Tenant, or any person claiming through or under Tenant, arising out of any accident or occurrence in, upon or near the Property unless such injury, death or damage is solely due to and proximately caused by Landlord's gross negligence or willful and wanton acts. All property of Tenant shall be kept or stored at the Property at the risk of Tenant, and Tenant shall defend and hold Landlord harmless from claims arising out of damage to same, including subrogation claims by Tenant's insurance carrier, unless such damage shall be solely due and proximately caused by the willful act or gross neglect of Landlord. Landlord shall not be responsible for injury or damage to any persons or property of Tenant or of others caused by or resulting from bursting, breakage or leakage of pipes, from steam, snow or ice, from running, backing up, seepage or overflow of water or sewage in or near the Property or resulting from acts of God or the elements or from any defect or negligence in the occupancy, construction, operation or use of the Property including any building improvements, structural elements, mechanical systems and other machinery and equipment.

Landlord shall not be liable for any injury or damage to persons or property or to any building, structure or improvements on the Property resulting from fire, explosion, falling plaster, steam, gas, electricity, water, rain or snow or leaks from any building, structure or improvements on the Property or from the pipes, appliances or plumbing works or from the roof, street or subsurface or from any other place or by dampness or by any other cause of whatever nature; Landlord shall not be liable for any such injury or damage caused by other tenants or by occupants of the Property or property adjacent thereto or by the public, or by operations in the construction of any private, public, or quasi-public work. Landlord shall not be liable for any latent defect in construction or renovations to the Property or to any building, structure or improvements located on the Property.

G. Right of Entry. The Landlord or his Agent shall be entitled to free access to the Property at all times and may make any repairs and improvements thereon. If this lease is terminated, the Landlord or his Agent shall be entitled to fall till, fertilize or otherwise prepare the ground and plant in proper season for the following year's crops.

H. If the Tenant shall, from any cause, fail to comply with any of Tenant's obligations herein, the Landlord may at any time when such failure occurs after giving five days' written notice of its intention to do so: (1) terminate this lease; or (2) terminate Tenant's right to possession under this lease and take possession of said Property and buildings thereon which the Tenant agrees to surrender without said possession terminating this lease and Tenant's obligation to pay rent hereunder, and employ other persons to tend said crop and perform all the agreements of the Tenant as herein contained as fully as the same are contemplated in this agreement and after deducting all monies advanced, or monies or crops due for the rent and the expense of attending such crop as aforesaid, to pay the residue, if any, to the Tenant. If the Tenant shall fail to pay the cash rent, or shall fail to keep any of the agreements of this lease, all costs
and attorney's fees of the Landlord in enforcing collection or performance, shall be added to and become a part of the obligations payable by the Tenant hereunder.

I. Yielding Possession. The Tenant agrees that at the expiration of the term of this lease, he will yield up possession of the Property to the Landlord without further demand or notice, in as good order and condition as when same were entered upon by the Tenant, loss by fire or tornado, and ordinary wear excepted. The Tenant shall pay to the Landlord a reasonable compensation for any damage to the Property above the aforementioned exceptions.

J. The Tenant shall be responsible for all employer obligations on hired labor with respect to safety requirements, social security and workers compensation contributions, and the Landlord shall have no responsibilities therefore.

SECTION 7. ENVIRONMENTAL CONCERNS.

A. The Tenant is to use prudence and care in transporting, storing, handling and applying all fertilizers, pesticides, herbicides, and other chemicals and similar substances, and to read and follow instructions on the labels for the use of such materials in order to avoid injury or damages to persons or property or both on the Property and adjoining areas.

B. Any chemicals for weed or insect control or other use, when used, should be applied at levels not to exceed the manufacturer's recommendation for the soil types involved. The Tenant agrees to provide the Landlord annually, a written report indicating the product name, amount, date of application and location of application of all pesticides and fertilizers used on the Property.

C. No chemicals will be stored on the Property. When chemicals or petroleum products are on the Property, they will be only those planned to be used on the Property, and they will be in closed, tight containers above ground and clearly marked. No chemicals or chemical containers will be disposed of on the Property.

D. Both Landlord and Tenant affirm the goals of minimizing soil erosion losses and preserving the productivity of the land in ways that are consonant with their needs and desires for acceptable current returns to their individual inputs on the Property.

E. Environmental Indemnity.

(a) Tenant hereby agrees to defend, protect, indemnify and hold harmless Landlord, Landlord's affiliates, directors, officers, agents and employees, and Landlord's participants, successors and assigns (hereinafter, collectively the "Indemnified Parties"), from and against, and shall reimburse the Indemnified Parties for, any and all actual out-of-pocket costs (including, without limitation, attorneys' fees, consultants' fees, laboratory costs, expenses and court costs), expense or loss arising from any claim, liability, demands, damage, injunctive relief, claims of lien,
liens, settlements, legal and administrative proceedings, injury to person, property or natural resources, fine, penalty, action, cause of action and obligations and liabilities of any kind or nature whatsoever (collectively, "Costs and Liabilities"), incurred by or asserted against any Indemnified Party and arising directly or indirectly, in whole or in part, out of the release, discharge, deposit or presence, or alleged or suspected release, discharge, deposit or presence of any Hazardous Materials at, on, within, under, about or from the Property, or in or adjacent to any part of the Property, or in the soil, groundwater or soil vapor on or under the Property, or elsewhere in connection with the transportation of Hazardous Materials to or from the Property in violation of any Hazardous Materials Laws, whether or not known to Tenant or Indemnified Parties, whether foreseeable or unforeseeable, regardless of the source of such release, discharge, deposit or presence, regardless of when such release, discharge, deposit or presence occurred or is discovered. Without limiting the generality of the foregoing indemnity, such Costs and Liabilities shall include, without limitation, all actual out-of-pocket costs incurred by Indemnified Parties in connection with (i) determining whether the Property is in compliance or the amount of money required to remediate any environmental contamination, and causing the Property to be or become in compliance, with all applicable Hazardous Materials Laws, (ii) any investigation, clean up, removal or remediation of any kind and disposal of any Hazardous Materials present in the soil, groundwater, or at, on, under or within the Property, released from the Property, or which migrate, flow, or percolate onto, under or within any facility or property with respect to which Tenant or Landlord otherwise would have any liability or are otherwise present due to the act of a third party, to the extent required by applicable Hazardous Materials Laws in effect at the time of such investigation, clean up, removal, remediation or disposal, and (iii) repair of any damage to the Property or any other property caused by any investigation, clean up, removal, remediation or disposal.

(b) Upon demand by any Indemnified Party, Tenant shall defend any investigation, action or proceeding in connection with any claim or liability, or alleged claim or liability, that would, if determined adversely to such Indemnified Party, be covered by the foregoing indemnification provisions, such defense to be at Tenant's sole cost and expense and by counsel chosen by such Indemnified Party, which counsel may, without limiting the rights of an Indemnified Party pursuant to the next succeeding sentence of this Section 5(b), also represent Tenant in such investigation, action or proceeding.

(c) As used herein, the term "Hazardous Materials" means and includes any flammable, explosive, or radioactive materials or hazardous, toxic or dangerous wastes, substances or related materials or any other chemicals, materials or substances, exposure to which is prohibited, limited or regulated by any federal, state, county, regional or local authority or which, even if not so regulated, may or could pose a hazard to the health and safety of the occupants of the Property or of property adjacent to the Property, including, but not limited to, asbestos, PCBs, petroleum products and byproducts, substances defined or listed as "hazardous
substances" or "toxic substances" or similarly identified in, pursuant to, or for purposes of, the Comprehensive Environmental Response, Compensation, and Liability Act, as amended (42 U.S.C. Section 9601, et seq.), the Hazardous Materials Transportation Act (49 U.S.C. Section 1801, et seq.), the Resource Conservation and Recovery Act (42 U.S.C. Section 6901, et seq.), and any so called "Superfund" or "Superliens" law, or any other federal, state or local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance or material, or any substances or mixture regulated under the Toxic Substance Control Act of 1976, as now or hereafter amended (15 U.S.C. Section 2601, et seq.); and any "toxic pollutant" under the Clean Water Act, as now or hereafter amended (33 U.S.C. Section 1251, et seq.); and any hazardous air pollutant under the Clean Air Act, as now or hereafter amended (42 U.S.C. Section 7901, et seq.). The term "Hazardous Materials Laws" means any federal, state or local law, code, statute, ordinance, rule, regulation, rule of common law or guideline relating to Hazardous Materials now or hereafter enacted or promulgated (collectively, and including, without limitation, any such laws which require notice of the use, presence, storage, generation, disposal or release of any Hazardous Materials to be provided to any party).

(d) This Environmental Indemnity provision shall survive the termination of this Lease.

SECTION 8. ADDITIONAL AGREEMENTS.

A. Tenant shall attend a mandatory safety and security meeting provided by Landlord prior to operating on the Property.

B. Dumping fill, spreading septic, sewage material, sludge or sludge lime, waste treatment, or non-agricultural material is prohibited, except with the express, written consent of the Landlord.

C. No hunting rights or privileges are granted for the Property and Tenant shall not allow any hunting to take place thereon.

D. Tenant will timely certify the acreages planted of each crop at the Farm Service office.

E. Landlord may, from time to time, remove some portion of the Property from Tenant's use under this lease, without penalty to Landlord except for the payment of crop damage as detailed below. In the event of the Landlord selling, changing the land use, altering the Property or otherwise removing a portion of the Property from the use of Tenant, the Tenant will be given notice to remove the growing crop, if possible. Additional land may be excluded from this lease by Landlord before planting a new crop. Any annual rent collected to date then to be refunded to Tenant. The Landlord will compensate the Tenant for crop damage during the growing season resulting from borings or other activities before planting, amount not to exceed the per acre price;
after the crop is planted, not to exceed $600.00 per acre; after July 15th until harvest season, not to exceed $700.00 per acre with Landlord keeping the rent in all cases.

F. The failure of Landlord on one or more occasions to enforce any one of the provisions of this Lease Agreement or to exercise any right, remedy or privilege hereunder shall not be construed as a waiver of any subsequent breach or default of a similar nature or as a waiver of any such provision, right, remedy or privilege.

G. This Lease Agreement and its interpretation and application shall be governed by the internal laws of the State of Illinois without giving effect to conflicts of laws principles. Venue for any action concerning the enforcement of this Lease Agreement shall be proper only in the Sixteenth Judicial Circuit Court, DeKalb County, Illinois.

IN WITNESS WHEREOF, we affix our signatures this, the day and year first written above.

City of DeKalb, an Illinois Municipal Corporation

By: ____________________________
    Bill Nicklas, City Manager

Tenant: ____________________________
    Danny Wells

PERSONAL GUARANTY

Tenant's performance of all of the foregoing obligations of the Lease are hereby unconditionally guaranteed by the person whose signature appears below. Said Guarantor waives presentment, dishonor and understands that Landlord has no obligation to pursue Tenant to enforce any provisions of this Lease prior to enforcing same against Guarantor. Tenant and Guarantor acknowledge that Landlord would not enter into this Lease without Guarantor executing and guaranteeing Tenant's obligations herein.

Guarantor: ____________________________

Print Name: ____________________________

Signature: ____________________________
DEKALB TAYLOR MUNICIPAL AIRPORT AGRICULTURAL FARM LEASE

Tract 09-17-100-016; 09-08-300-002; 09-18-200-002; 09-07-400-004; 09-17-100-007; 09-18400-003; 09-17-300-007; 09-19-226-005; 09-19-226-004; 09-19-276-001; 09-19-401-003; 09-19-447-002; 09-19-478-001; 09-30-200-011; 09-19-376-005; 08-24-279-003; and 09-19-100-008 – Consisting of 374 +/- Acres.

This lease is entered into the 11th day of February 2019, between City of DeKalb, an Illinois Municipal Corporation, Landlord, and Donald J. and Jenna N. Halverson, Tenant.

The Landlord, in consideration of the agreements set forth in this lease to be kept and performed by the Tenant, rents and leases to the Tenant, to occupy and to use for agricultural purposes only, the following real estate located in the County of DeKalb and State of Illinois, described as follows (hereinafter referred to as the "Property"): The cropland of Permanent Tax Index No(s). of Track 09-17-100-016; 09-08-300-002; 09-18200-002; 09-07-400-004; 09-07-100-007; 09-18-400-003; 09-17-300-007; 09-19-226-005; 0919-226-004; 09-19-276-001; 09-19-401-003; 09-19-447-002; 09-19-478-001; 09-30-200-011; 09-19-376-005; 08-24-279-003; and 09-19-100-008 – consisting of 356 +/- tillable acres.

The term of this lease shall be from the 1st day of January 2016 to the 15th day of December 2022 or earlier if final harvesting has occurred. Following final harvest in the last year of the lease, the Tenant shall obtain the Landlord's consent prior to the application of any fertilizer or the completion of any fall tillage operations. In the last year of the lease, Tenant shall, in all events, complete final harvest by not later than December 15, 2022; any crops remaining on the Property thereafter shall become the property of the Landlord.

The terms of this lease shall be binding on the heirs, executors, administrators, and assigns of both Landlord and Tenant in like manner as upon the original parties, except by mutual agreement otherwise.

SECTION 1. AMOUNT OF RENT AND TIME OF PAYMENT.

The Tenant agrees to pay the Landlord as annual cash rent for the above-described Property the sum of $66,038.00, which shall be paid on the 15th day of March of each year of the lease.

This represents 356 acres @ $185.50 per acre.

SECTION 2. LANDLORD'S INVESTMENT AND EXPENSE.

The Landlord agrees to allow Tenant the quiet enjoyment of the Property so long as Tenant complies with all of Tenant's obligations of this Lease.
SECTION 3: TENANT'S INVESTMENT AND EXPENSES.

The Tenant agrees to furnish the Property and to pay the items of expenses described below:

A. All machinery, equipment, fuel and labor necessary to operate the Property.

B. All ad valorem property taxes or assessments of any nature on the Property. The Tenant shall be responsible for paying all property taxes and assessments due for the Property during the term of this lease (e.g. the Tenant shall pay the property taxes for tax year 2018, which are due and payable in calendar year 2019, the taxes for tax year 2019, which are due and payable in 2020, and the taxes for tax year 2020, which are due and payable in 2021). The tenant shall be responsible for obtaining a copy of the tax and assessment bill(s) for the Property, and for timely paying all taxes and assessments on or prior to their due date.

C. All operating expenses or the portion of expenses not furnished or paid by the Landlord as provided in this lease. Except as otherwise expressly indicated herein, the Landlord shall not be responsible for any expenses related to the Property or this lease.

D. Insurance. Tenant covenants and agrees prior to any use or occupancy of the Property and at Tenant’s sole cost and expense to maintain in full force and effect at all times during the term of this lease, workmen's compensation insurance (if required under applicable law) with statutory limits of coverage and general liability insurance naming Landlord as an additional insured with waiver of subrogation and with limits not less than One Million ($1,000,000) for personal injury, including bodily injury and death, property damage, and with coverage for pollution, crop spraying, overspray and drift. Tenant shall provide Landlord with a copy of the declaration pages of all such insurance policies. Such insurance policies shall be issued by an insurance company approved by Landlord and in a form acceptable to Landlord and shall be subject to modification or cancellation only upon written notice delivered by certified mail to Landlord not less than thirty (30) days in advance of any such proposed modification or cancellation. Said policies shall name the Landlord as an additional primary insured on all forms of coverage.

SECTION 4. TENANT'S DUTIES IN OPERATING PROPERTY.

In addition to the agreements covered by the foregoing provisions of this lease, the Tenant further agrees that he will perform and carry out the stipulations represented in the following clauses:

A. To faithfully cultivate the Property in a timely, thorough and businesslike manner.

B. Not assign this lease to any person or persons or sublet any part of the Property without the written consent of the Landlord.
C. To take proper care of all trees, vines and shrubs, and to prevent injury to the same.

D. Not to cut live trees except by permission of the Landlord.

E. Not to allow noxious weeds to go to seed on said Property, but to destroy the same and to cut and maintain the sprouts, brush, weeds and grass up to the roads adjoining the land as often as needed each year.

F. Not to burn cornstalks, straw, or other crop residues grown upon the Property except by permission of the Landlord, but to leave or spread all such material upon the land, and in no case to remove from the Property any such material without the consent of the Landlord.

G. To prevent all unnecessary waste, or loss, or damage to the Property of the Landlord.

H. The Tenant agrees to plow in any post-harvest crop residue on or before November 15th of each year of this lease. Tenant also agrees to follow such crop rotation, tillage practices, fertilizer programs, conservation measures and arrangements as are instructed by Landlord.

I. To keep the Property neat and orderly.

J. The buildings, fences and other improvements on the Property are to be kept in as good repair and condition as they are at the beginning of the lease, or in as good repair and condition as they may be put in by the Landlord during the term of the lease, ordinary wear and depreciation excepted.

K. To preserve established watercourses or ditches, to refrain from any operation that will injure them, and to comply with all applicable rules and regulations governing the maintenance and use of watercourses, ditches, erodible soils, drainage systems or related areas of the Property.

L. To haul and spread all manure on appropriate fields at times and in quantities consistent with environmental protection requirements.

M. Follow the farming practices that are generally recommended for and that are best adapted to this type of Property and for this locality unless other practices are agreed upon.

SECTION 5. MANAGEMENT AND BUSINESS PROCEDURES.

The Landlord and Tenant agree that they will observe the following provisions:

A. Except when mutually decided otherwise, the land use and cropping system shall be approximately as follows: All tillable cropland as hereby rented to Tenant.
B. The fertilizer and limestone program shall be nitrogen, phosphorus and potash applied annually to produce corn or soybeans and maintain the fertility of the soil, for which the Tenant shall provide records and receipts of all applications, to the Landlord or his Agent, if requested. Soil testing, fertilizer, chemical, seed and ag lime costs are all Tenant's expense.

SECTION 6. DEFAULT, COMPENSATION FOR DAMAGE, METHOD OF SETTLEMENT, RIGHT OF ENTRY.

A. Tenant is not to erect or permit to be erected upon said Property, any structure, building, fence or sign of any kind whatsoever, except by the written consent of the Landlord, nor to purchase any materials or incur any expenses for the account of the Landlord without its approval and will not make a claim for labor at any time unless Landlord has given written permission at a previous date.

B. Nothing in this lease shall confer upon the Tenant any right to minerals underlying said land or any part thereof, but the same are hereby expressly reserved by the Landlord together with the full right and liberty to them, to enter upon the Property and to bore, search and excavate for same, to work and remove the same, and to deposit excavated rubbish, and with full liberty to pass over said Property with vehicles and lay down and work any such railroad track or tracks, tanks, pipe lines, powers and structures as may be necessary or convenient for the above purpose. Said Landlord, however, agrees to deduct from the annual rent, pro-rata, for the land so taken by him or his assigns for said uses when the rental of such land is cash, and to reimburse the said Tenant for any actual damage he may suffer for crops destroyed where such land is on grain rent and to release Tenant from obligation to continue farming this Property when development of resources interferes materially with Tenant's ability to make a satisfactory return.

C. Landlord shall in no way be liable in damages for failure of water supply or for any damage by the elements or otherwise, to any of the improvements, nor for any loss or damage while improvements are under construction or repair, nor for any failure to repair or alter or replace any buildings or improvement.

D. Tenant takes possession of the Property subject to the hazards of operating a farm and assumes all risk of accidents to himself, his family, employees, agents, representatives, contractors or assigns in pursuance of his farming operations, or in performing repairs to the buildings, fences and other improvements, or accidents and injuries arising out of the use of farm equipment and machines.

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occupancy of the Property in any manner whatsoever by the Tenant, or its employees, agents, representatives, contractors or assigns, except to the extent solely due and proximately caused by Landlord's gross negligence or willful and wanton acts.

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B. Any chemicals for weed or insect control or other use, when used, should be applied at levels not to exceed the manufacturer's recommendation for the soil types involved. The Tenant agrees to provide the Landlord annually, a written report indicating the product name, amount, date of application and location of application of all pesticides and fertilizers used on the Property.

C. No chemicals will be stored on the Property. When chemicals or petroleum products are on the Property, they will be only those planned to be used on the Property, and they will be in closed, tight containers above ground and clearly marked. No chemicals or chemical containers will be disposed of on the Property.

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Parties"), from and against, and shall reimburse the Indemnified Parties for, any and all actual out-of-pocket costs (including, without limitation, attorneys' fees, consultants' fees, laboratory costs, expenses and court costs), expense or loss arising from any claim, liability, demands, damage, injunctive relief, claims of lien, liens, settlements, legal and administrative proceedings, injury to person, property or natural resources, fine, penalty, action, cause of action and obligations and liabilities of any kind or nature whatsoever (collectively, "Costs and Liabilities"), incurred by or asserted against any Indemnified Party and arising directly or indirectly, in whole or in part, out of the release, discharge, deposit or presence, or alleged or suspected release, discharge, deposit or presence of any Hazardous Materials at, on, within, under, about or from the Property, or in or adjacent to any part of the Property, or in the soil, groundwater or soil vapor on or under the Property, or elsewhere in connection with the transportation of Hazardous Materials to or from the Property in violation of any Hazardous Materials Laws, whether or not known to Tenant or Indemnified Parties, whether foreseeable or unforeseeable, regardless of the source of such release, discharge, deposit or presence, regardless of when such release, discharge, deposit or presence occurred is discovered. Without limiting the generality of the foregoing indemnity, such Costs and Liabilities shall include, without limitation, all actual out-of-pocket costs incurred by Indemnified Parties in connection with (i) determining whether the Property is in compliance or the amount of money required to remediate any environmental contamination, and causing the Property to be or become in compliance, with all applicable Hazardous Materials Laws, (ii) any investigation, clean up, removal or remediation of any kind and disposal of any Hazardous Materials present in the soil, groundwater, or at, on, under or within the Property, released from the Property, or which migrate, flow, or percolate onto, under or within any facility or property with respect to which Tenant or Landlord otherwise would have any liability or are otherwise present due to the act of a third party, to the extent required by applicable Hazardous Materials Laws in effect at the time of such investigation, clean up, removal, remediation or disposal, and (iii) repair of any damage to the Property or any other property caused by any investigation, clean up, removal, remediation or disposal.

(b) Upon demand by any Indemnified Party, Tenant shall defend any investigation, action or proceeding in connection with any claim or liability, or alleged claim or liability, that would, if determined adversely to such Indemnified Party, be covered by the foregoing indemnification provisions, such defense to be at Tenant's sole cost and expense and by counsel chosen by such Indemnified Party, which counsel may, without limiting the rights of an Indemnified Party pursuant to the next succeeding sentence of this Section 5(b), also represent Tenant in such investigation, action or proceeding.

(c) As used herein, the term "Hazardous Materials" means and includes any flammable, explosive, or radioactive materials or hazardous, toxic or dangerous wastes, substances or related materials or any other chemicals, materials or substances, exposure to which is prohibited, limited or regulated by any federal, state, county, regional or local authority or which, even if not so regulated, may or could pose a hazard to the health and safety of the occupants of the Property or of property adjacent
to the Property, including, but not limited to, asbestos, PCBs, petroleum products and byproducts, substances defined or listed as "hazardous substances" or "toxic substances" or similarly identified in, pursuant to, or for purposes of, the Comprehensive Environmental Response, Compensation, and Liability Act, as amended (42 U.S.C. Section 9601, et seq.), the Hazardous Materials Transportation Act (49 U.S.C. Section 1801, et seq.), the Resource Conservation and Recovery Act (42 U.S.C. Section 6901, et seq.), and any so called "Superfund" or "Superliken" law, or any other federal, state or local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance or material, or any substances or mixture regulated under the Toxic Substance Control Act of 1976, as now or hereafter amended (15 U.S.C. Section 2601, et seq.); and any "toxic pollutant" under the Clean Water Act, as now or hereafter amended (33 U.S.C. Section 1251, et seq.); and any hazardous air pollutant under the Clean Air Act, as now or hereafter amended (42 U.S.C. Section 7901, et seq.). The term "Hazardous Materials Laws" means any federal, state or local law, code, statute, ordinance, rule, regulation, rule of common law or guideline relating to Hazardous Materials now or hereafter enacted or promulgated (collectively, and including, without limitation, any such laws which require notice of the use, presence, storage, generation, disposal or release of any Hazardous Materials to be provided to any party).

(d) This Environmental Indemnity provision shall survive the termination of this Lease.

SECTION 8. ADDITIONAL AGREEMENTS.

A. Tenant shall attend a mandatory safety and security meeting provided by Landlord prior to operating on the Property.

B. Dumping fill, spreading septic, sewage material, sludge or sludge lime, waste treatment, or non-agricultural material is prohibited, except with the express, written consent of the Landlord.

C. No hunting rights or privileges are granted for the Property and Tenant shall not allow any hunting to take place thereon.

D. Tenant will timely certify the acreages planted of each crop at the Fann Service office.

E. Landlord may, from time to time, remove some portion of the Property from Tenant's use under this lease, without penalty to Landlord except for the payment of crop damage as detailed below. In the event of the Landlord selling, changing the land use, altering the Property or otherwise removing a portion of the Property from the use of Tenant, the Tenant will be given notice to remove the growing crop, if possible. Additional land may be excluded from this lease by Landlord before planting a new crop. Any annual rent collected to date then to be refunded to Tenant. The Landlord will compensate the Tenant for crop damage during the growing season resulting from borings or other activities before planting, amount not to exceed the per acre price;
after the crop is planted, not to exceed $600.00 per acre; after July 15th until harvest season, not to exceed $700.00 per acre with Landlord keeping the rent in all cases.

F. The failure of Landlord on one or more occasions to enforce any one of the provisions of this Lease Agreement or to exercise any right, remedy or privilege hereunder shall not be construed as a waiver of any subsequent breach or default of a similar nature or as a waiver of any such provision, right, remedy or privilege.

G. This Lease Agreement and its interpretation and application shall be governed by the internal laws of the State of Illinois without giving effect to conflicts of laws principles. Venue for any action concerning the enforcement of this Lease Agreement shall be proper only in the Sixteenth Judicial Circuit Court, DeKalb County, Illinois.

IN WITNESS WHEREOF, we affix our signatures this, the day and year first written above.

City of DeKalb, an Illinois Municipal Corporation

By: ________________________________
    Bill Nicklas, City Manager

Tenant: ______________________________
        Donald J. Halverson

Tenant: ______________________________
        Jenna N. Halverson

PERSONAL GUARANTY

Tenant's performance of all of the foregoing obligations of the Lease are hereby unconditionally guaranteed by the person whose signature appears below. Said Guarantor waives presentment, dishonor and understands that Landlord has no obligation to pursue Tenant to enforce any provisions of this Lease prior to enforcing same against Guarantor. Tenant and Guarantor acknowledge that Landlord would not enter into this Lease without Guarantor executing and guaranteeing Tenant's obligations herein.

Guarantor: ______________________________

Print Name: ______________________________

Signature: ______________________________
Official Bid: Do NOT Open

Don Halverson
10391 Somonauk Rd
DeKalb, IL 60115

Airport Property Bid -- 1

January 23, 2019

RECEIVED
Mar 22 1990
CITY OF DEKALB
9:50 AM
AF
All persons desiring to submit a bid under these Contract Documents must contact the City of DeKalb and provide an email address at which notices can be sent and received by the proposed Bidder or Contractor. This address will be used for official communications from the City, including pre-bid communications.
**Legal Notice - Invitation to Bid**

The City of DeKalb, IL will accept sealed bids for the use of two grain bins with a 30,000-bushel capacity and approximately 356.89 acres of farming land at the DeKalb Taylor Municipal Airport for a period not to exceed 36-months.

Specifications and all Contract Documents are available on-line on the City of DeKalb’s web page at www.cityofdekalb.com under Quick Links/Bids & RFPs. They may also be obtained from the City of DeKalb Finance Department, Attn. Accounts Payable/Purchasing Agent, 200 South Fourth Street, DeKalb, Illinois, 60115. Bids will be received by a Purchasing Agent, at the above address until **January 23 at 2:00 P.M.** All bids will be publicly opened immediately thereafter.
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Equal Employment Opportunity Clause

EQUAL EMPLOYMENT OPPORTUNITY CLAUSE required by the Illinois Fair Employment Practices Commission as a material term of all public contracts.

During the performance of this contract, the Contractor agrees as follows:

1. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or ancestry; and further, that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.

2. That, if it hires additional employees in order to perform this contract, or any portion hereof, it will determine the availability (in accordance with the Commission's Rules and Regulations for Public Contracts) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.

3. That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, national origin, or ancestry.

4. That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the contractor's obligations under the Illinois Fair Employment Practices Act and the Commission's Rules and Regulations for Public Contracts. If any such labor organization or representative fails or refuses to cooperate with the contractor in its efforts to comply with such Act and Rules and Regulations the contractor will promptly so notify the Illinois Fair Employment Practices Commission and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations there under.

5. That it will submit reports as required by the Illinois Fair Employment Practices Commission's Rules and Regulations for Public Contracts, furnish all relevant information as may from time to time be requested by the Commission or the contracting agency, and in all respects comply with the Illinois Fair Employment Practices Act and the Commission's Rules and Regulations for Public Contracts.

6. That it will permit access to all relevant books, records, accounts, and work sites by personnel of the contracting agency and the Illinois Fair Employment Practices Commission for purposes of investigation to ascertain compliance with the Illinois

7. That it will include verbatim or by reference the provisions of paragraphs 1 through 7 of this clause in every performance subcontract as defined in Section 2.10(b) of the Commission's Rules and Regulations for Public Contracts so that such provision will be binding upon every such subcontractor; and that it will also include the provisions of paragraphs 1, 5, 6, and 7 in every supply subcontract as defined in Section 2.10(a) of the Commission's Rules and Regulations for Public Contracts so that such provisions will be binding upon every such subcontractor. In the same manner as with other provisions of this contract, the contractor will be liable for compliance with applicable provisions of this clause by all its subcontractors; and further it will promptly notify the contracting agency and the Illinois Fair Employment Practices Commission in the event any subcontractor fails or refuses to comply therewith. In addition, no contractor will utilize any subcontractor declared by the Commission to be non-responsible and therefore ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

The City of DeKalb does not discriminate on the basis of handicapped status in admission or access to, or treatment or employment in, its programs and activities.

Section 1: Standard Conditions

1.00 General Bid Notes:
The City Council of the City of DeKalb reserves the right to accept or reject any and all bids, to waive any technicalities, discrepancies, or information in the bids, or to waive competitive bidding and negotiate directly with one or more contractors. The City also reserves the right to divide the contract into multiple agreements and to have multiple parties' complete separate components of the required work. The City of DeKalb does not discriminate in admission, access to, treatment, or employment in its programs and activities.

General questions regarding the Legal Notice or the Bid Specifications shall be directed to the City’s Representative at the contact information provided on the Bid Cover Sheet. All detailed questions concerning the actual bid specification are to be forwarded in writing.

Following bid opening, review, and the City's receipt of an award recommendation, pending contract awards will be posted on the City of DeKalb's web site.

Individuals with disabilities who plan to attend this meeting and who require certain accommodations to allow them to observe and/or participate in this meeting are requested to contact the City Manager's Office at 815-748-2090 at least one (1) week prior to this public meeting if possible.
All costs incurred in the preparation, submission and/or presentation of any proposal including any Bidder’s travel or personal expenses shall be the sole responsibility of the Bidder and will not be reimbursed by the City.

ALL RESPONDING BIDDERS ARE REQUIRED TO SUBMIT ALL PAGES OF THIS BID PACKAGE, INCLUDING ALL ATTACHMENTS (AND ANY CONTRACTOR-GENERATED SUPPLEMENTS THERETO). IN ORDER TO SUBMIT A VALID BID.

All persons desiring to submit a bid under these Contract Documents must contact the City of DeKalb and provide an email address at which notices can be sent and received by the proposed Bidder or Contractor. This address will be used for official communications from the City, including pre-bid communications.

1.01 Contract Documents:
Any drawings, plans, standard conditions, special conditions, supplemental additional conditions, specifications, bid notice, bid sheet, and addendum, if any, as specified herein shall form the “Contract Documents.” For the purpose of this bid, the word “City” shall refer to the City of DeKalb, and the word “Bidder” or “Contractor” shall refer to any person, company, or entity submitting a bid. Any work shown or described in one of the documents shall be construed as if described in all the documents. For purposes of any provision in here requiring the defense, indemnity or insuring of the City, such reference shall include the City, its employees, officers, elected and appointed officials, attorneys, contractors and subcontractors. The “City Representative” shall be the person so indicated on the Bid/Proposal Cover Sheet.

1.02 Interpretation of Contract Documents:
Each request for interpretation of the Contract Documents shall be made in writing addressed to the City Representative and shall be received at least five (5) business days prior to the pre-bid meeting. Interpretations and supplemental instructions will be the form of written addenda to the Contract Documents. In the event that there is no pre-bid meeting, requests for information must be received by the City Representative at least ten days prior to bid opening. The City reserves the right to determine what constitutes a material variation from the terms of these Contract Documents, and to waive variations deemed immaterial, in its sole discretion.

1.03 Electronic Bid Documents:
Bidders that download PDF documents from the City of DeKalb’s internet web page must immediately notify the City Representative via e-mail as outlined on the Cover Sheet and attend the pre-bid meeting (if marked as mandatory) if they intend to submit a response to the bid documents. This step is necessary to establish a communication link between the City and the Bidder so that any addenda or other relevant information may be transmitted properly. The Bidder, not the City, is responsible for obtaining any addenda to the original specification when the Bidder chooses the option of downloading bid or proposal files. Addenda and other relevant information will be posted on the City of DeKalb web page. Bidders must provide an email address which can be used by the City to send bid addenda.
or other official communications. All Bidders must sign off and acknowledge receipt of all bid addenda. The form of Bid Addenda is attached hereto as Exhibit J.

1.04 Submittal of Bid:
Bids must be submitted to the City of DeKalb Finance Department, Attn. Accounts Payable/Purchasing Agent, 200 South Fourth Street, DeKalb, Illinois, 60115 no later than January 23, 2019 at 2:00 P.M. Bids arriving after the specified time will not be accepted, even in cases of delay by train. Bids will not be accepted at any other location or by any other City personnel. Any bids erroneously accepted at any other location or by other City personnel shall be returned unopened. Mailed bids which are delivered after the specified hour will not be accepted regardless of postmarked time on the envelope. Bidders should carefully consider all bid delivery options (US Postal Service, UPS, Federal Express, Emery Express, private delivery service, etc.) and select a method that will successfully deliver their bid by the required time and date. Bids shall be submitted in sealed envelopes carrying the following information: Bidder’s name, address, subject matter and document number of bids as indicated in the specification, and designated date and time of the bid opening. All bids must be clearly marked at the top of each side of the envelope: “Official Bid: Do Not Open.” Bids will only be accepted by delivery or US mail; bids will not be accepted by facsimile, e-mail, Internet, telephone or telegraphic means. All times are based upon the official time in the City of DeKalb, Central Standard Time or Central Standard Daylight Time (whichever applies at the time of bid).

1.05 Withdrawal of Bid:
Bidders may withdraw or cancel their bid, in written form, at any time prior to the advertised bid opening time. Bidders must submit a written request to withdraw their bid, which must be received by the City, at the stated location for bid submission, prior to bid opening.

1.06 Bidder’s Qualifications:
No award will be made to any Bidder who cannot satisfy to the City that they have sufficient ability and experience in this class of work, as well as sufficient capital and equipment to do the job and complete the work successfully within the time named (i.e. responsible). The City’s decision or judgment on these matters shall be final, conclusive, and binding. The City may make such investigations as it deems necessary. The Bidder shall furnish to the City, under oath if so required, all information and data the City may request for the purpose of investigation.

1.07 Preparation of Bid:
The Bidder’s submittal shall include the completed Bid Sheet and Detailed Bid Sheet found in the Contract Documents. The City will strictly hold the Bidder to the terms of the bid. The bid must be executed by a person having the legal right and authority to bind the Bidder.

1.08 Compliance with Laws:
The Bidder shall at all times observe and conform to all laws, ordinances, and regulations of the Federal, State, and local governments, which may in any manner affect the preparation
of bids or the performance of the contract. In addition, the Bid shall be subject to all applicable City of DeKalb purchasing policies and ordinances.

1.09 Alternate to Bids:
Any reference in these specifications to manufacturer’s name, trade name, or catalog number (unless otherwise specified) is intended as a standard only. The City’s written decision of approval or disapproval of a proposed substitution shall be final.

Alternate bids will be considered only if received at the time stated for receipt of the bids. Submit alternate bids in a sealed envelope and identify the envelope as required for all bids, except that the phrase Alternate Bid shall be used. Bidders are cautioned that, if an alternate bid(s) involves an increase in the Bid Sum, the Bid Deposit, if required, shall be ample or be increased to cover the alternate Bid Sum or the entire bid may be rejected. Alternate bids should only be submitted if the proposal is believed in good faith to be equal in quality to the requirements specified by the City. The City reserves the right to rule upon a specification deviation or alternate bid in the manner as best befits the City, and to accept an alternate bid deemed adequate without rebidding or waiver of bid.

1.10 Form of Contract:
The form of contract between the City and the successful Bidder will be in the form attached hereto as Exhibit D.

1.11 Freedom of Information Act (FOIA):
The City is required by Public Act 96-542 to comply with freedom of information requests (FOIA) within five (5) business days of a record request. All contractors used by the City may be in possession of records covered by this act and therefore will be required to provide the City with those records upon request and within the time frame of the Act.

1.12 Bid Review:
The City reserves the right to reject any or all bids, to waive any irregularities or disregard any informality in the bids and bidding, and/or to waive competitive bidding and negotiate with one or more bidders or non-bidders directly when, in its opinion, the best interest of the City will be served by such action. Furthermore, the City reserves the right to award each item to a different Bidder, or all items to a single Bidder unless otherwise noted on the Bid Sheet. The City may determine as follows: 1) an equal or alternative is a satisfactory substitute; 2) an early delivery date is entitled to more consideration than price; 3) an early delivery date is to be disregarded because of the reputation of the Bidder for not meeting delivery dates; 4) a Bidder is not a responsible Bidder; and 5) what exceptions or deviations from written specifications will be accepted.

No bid will be accepted from or contract awarded to any person, firm, or corporation that is in arrears or is in default to the City upon any debt or contract, or that is a defaulter, as surety or otherwise, upon any obligation to the City, or had failed to perform faithfully any previous contract with the City.
Bidders are required, if requested to do so, to affect a demonstration of the item/service being bid if the City feels it has insufficient knowledge of the item/service operations or performance capability. Such demonstration shall be at a site which is most convenient and agreeable to the affected City personnel. If the bid specifications require the submission of samples, such samples shall be submitted to the City at no cost, at or prior to the deadline for submitting bids. All samples become the property of the City upon submission.

1.13 Bid Results:
Following the bid opening and review period, pending contract awards will be posted on the City’s Internet website under the https://www.cityofdekalb.com/bids.aspx web page. Bid tabulations posted on-line represent “as read” submittals at time of the bid opening. They do not represent contract award.

1.13.01 Bid Protest:
Firms wishing to protest bids or awards should notify the City Representative in writing within three (3) days after the bid opening. This notification should include the bid number, the name of the firm protesting, and a detailed description as to why the firm is protesting the bid. The City Representative shall respond to said protest within seven (7) calendar days. A successful protest may result in the reversal of a previously awarded bid. If the firm wishes to appeal the determination of the City Representative, it may provide a written notice to the City Manager within two (2) business days of the date of release of the City Representative’s decision; the City Manager shall thereafter review and decide the protest, and the decision of the City Manager shall be final.

1.15 Inspections:
The City shall have the right to inspect any materials, components, equipment, supplies, services, or completed work specified herein. Any of said items not complying with these specifications are subject to rejection at the option of the City. Any items rejected shall be removed from the premises of the City and/or replaced at the entire expense of the successful Bidder.

1.16 Pricing:
For bids involving the sale of materials or supplies, unit prices shall be shown for each unit on which there is a bid and shall be inclusive of all charges necessary to comply with the terms and conditions of this bid (i.e. FOB DeKalb at the specified location). All prices shall be stated in U.S. dollars. Unit prices shall not include any local, state or federal taxes. In the case of a mistake in the extension of price, unit prices shall govern. All prices must be typewritten or written in ink; no erasures are permitted. Mistakes must be crossed out and corrections typewritten or written in ink adjacent thereto and initialed in ink by the party signing the bid.

Section 2: General Supplemental Additional Conditions

2.01 Scope of Work:
The Bidder shall supply all required supervision, skilled labor, transportation, new materials, apparatus, and tools necessary for the entire and proper completion of the Work. The Work is as described on the attached Exhibit F, and may consist of the provision of services, professional services, materials, supplies, equipment, or some combination thereof ("the Work"). The Bidder shall supply, maintain, and remove all equipment for the performance of the work and be responsible for the safe, proper, and lawful activity, maintenance, and use of the same. This work shall be completed to the satisfaction of the City. The Bidder shall provide adequate protection of the job site to protect the general public from any injury as a result of the job. The Bidder shall provide all safeguards and suitable barricades to protect public and adjacent property. **The City is not responsible for site safety. The Bidder is solely and exclusively responsible for construction means, methods, technologies, and site safety.** The Bidder is responsible for identifying whether the bid proposal involves the provision of labor, materials, professional services, or a combination thereof, and for complying with the appropriate components of these Contract Documents. Where the Work requires the provision of supplies or goods, all such goods shall be *new, unused materials*, unless the Work expressly indicates that recycled or used materials may be utilized.

### 2.02 Licensing and Permits:

The successful Bidder and their subcontractor(s) must be licensed with the City and shall obtain all required permits prior to the start of any component of the Work. The City will waive applicable City permit fees for the specific contract.

### 2.04 Prevailing Wage:

For any work subject to the requirements of the Prevailing Wage Act, 820 ILCS 130/0.01, *et seq.*, the successful Bidder is required to fully comply with the Act and to provide certified payroll records in compliance with the Act to the City at or before the time of requesting any payment for this project. The failure to comply with Prevailing Wage where required shall subject a bidder to the forfeit of any proceeds otherwise earned; the City will not process payment requests that are not in compliance with the Prevailing Wage Act. Additionally, separate from any other indemnification or insurance obligation in this Agreement, the successful Bidder shall indemnify, defend (with the City having exclusive choice of legal counsel) and hold harmless the City from any and all claims, demands, liabilities or other expenses in any way relating to the compliance or non-compliance with the Prevailing Wage Act.

#### 2.04.01 Certified Payroll Records:

Certified payroll records shall consist of a complete copy of the following records: a list of all laborers, mechanics and other workers employed to perform work hereunder. The records shall include the following information for each worker: name, address, telephone number, classification or classifications, the hourly wages paid in each pay period, the number of hours worked each day, and the starting and ending times of work each day, along with such other information which may be required by law. The certified payroll shall be accompanied by a statement signed and sworn to by the Contractor which avers that: 1) the certified payroll record is true and accurate; 2) the hourly rate paid to each worker is not less than the general rate of prevailing wage as required by the Act; and, 3)
the Contractor is aware that filing a certified payroll known to be false is a Class B Misdemeanor.

2.05 Toxic Substance:
Prior to delivery of any material which is caustic, corrosive, flammable, or dangerous to handle, the supplier will provide written directions as to methods of handling such products, as well as the antidote or neutralizing material required for its first aid. (Materials Safety Data Sheet). The successful Bidder is responsible for complying with all applicable legal regulations or recommended handling procedures.

2.07 Termination of Contract:
The City reserves the right to terminate in whole or any part of this contract, upon written notice to the Bidder, in the event of any default by the Bidder. Default is defined as failure of the Bidder to perform any of the provisions of this contract in strict accordance with its terms or failure to make sufficient progress so as to endanger performance of this contract in accordance with the City’s expectations for completion or any expressed timeline for the same. In the event of default and termination, the City may procure, upon such terms and in such a manner as the City may deem appropriate, supplies, or services similar to those terminated.

The Bidder shall be liable for any excess costs or replacement costs for such similar supplies or service unless evidence is submitted to the City that, in the sole opinion of the City, clearly proves that failure to perform the contract was due to causes beyond the control and without the fault or negligence of the Bidder.

2.08 Indemnification and Hold Harmless Agreement (Contractual or Other Liability):
The Bidder agrees to indemnify and save harmless the City, including its elected or appointed officials, employees, attorneys and agents (collectively, the “City Indemnitees”) against any and all claims, loss damage, injury, liability, and court costs and attorney’s fees incident thereto, including any claims made by employees of the Bidder or any of their subcontractors, as well as all other persons, resulting directly or indirectly from the work covered by this contract or the equipment used in connection therewith. It is understood that this agreement shall apply to any and all such claims whether resulting from the negligence or the intentional acts of the Bidder, the Bidder’s employees, contractors or subcontractors, the City or City Indemnitees or otherwise, with the single exception of any claim, damage, loss, or expense arising solely out of the intentional misconduct of the City or City Indemnitees. The Bidder is solely responsible for determining the accuracy and validity of any information provided to the Bidder by the City or its representatives. This indemnification shall apply to the fullest extent of the law, and in the event that any provision hereof is determined to be unenforceable, the indemnification obligations shall be severable and the fullest extent of indemnification that may lawfully apply shall remain in full force and effect.

This indemnification shall include any claims arising out of the erection, construction, placement or operation of any scaffold, hoist, crane, stay, ladders, support or other
mechanical contrivance in connection with such work including but not limited to losses, claims, damages and expenses arising pursuant to claims asserted against the City pursuant to theories premised upon Section 414 or Section 343 of the Restatement (Second) of Torts. This indemnification shall not be limited in any way by limitations on the amount or type of damages, compensation, or benefits payable by or for the Contractor under Workers’ Compensation Acts, disability benefit acts, or other employee benefit acts, and serves as an express agreement to waive the protection of Kotecki v. Cyclaps Welding Corp, 146 Ill.2d 155 (1991) in Illinois.

2.09 Insurance:
The insurance requirements outlined in these Contract Documents are applicable to any Work involving the performance of any services; these insurance provisions do not apply to any Work that consists solely of the sale of materials to the City without any corresponding labor or service. The Bidder will provide certificates of insurance evidencing the types and limits of insurance contemplated by the Agreement attached hereto as Exhibit E. The certificates of insurance will specifically address each of the requirements noted below. Each insurance company shall be in a form and from an Issuer acceptable to the City. The General Liability coverage shall name the City of DeKalb as additional primary named insured, without right of subrogation. All insurance noted below is primary and in no event will be considered contributory to any insurance purchased by the City. All insurance noted below will not be canceled, reduced, or materially changed without providing the City thirty (30) days advance notice, via certified mail. A certificate of insurance shall be provided to the City prior to the time at which activity commences on any portion of the property.

EACH CERTIFICATE OF LIABILITY INSURANCE SHALL REFERENCE THE SPECIFIC BID NUMBER AND PROJECT DESCRIPTION IN THE ADDITIONAL INSURED FIELD, AND MUST BE PROVIDED DIRECTLY TO THE CITY REPRESENTATIVE.

Any and all deductibles or other forms of retention are the responsibility of the Bidder. All deductibles or other forms of retention are subject to the approval of the City. Contractor will disclose to the City in writing the amounts of any deductible or self-insured retentions on the insurance required under this contract. All deductibles or self-insured retention shall be the sole responsibility of the Contractor. At the option of the City and at no additional cost to the City, the Contractor shall either: a) the Contractor shall eliminate or reduce the deductibles/retention amounts as it relates to the City or City Indemnitees; or, b) procure a bond or letter of credit guaranteeing the payment of such amounts.

Contractor waives any right of subrogation it may have or later acquire against the City. Additionally, with regard to the Contractor’s obligations to defend, indemnify, insure and hold harmless the City, to the extent of any claim, offset or special defense afforded to the Contractor by virtue of the Illinois Worker’s Compensation Act or any other applicable law or statute, the Contractor acknowledges that its obligation to defend, indemnify, insure and hold harmless the City shall not be limited or abrogated by said claim, offset or defense. Any provision of these specifications requiring the Contractor to defend the City shall be read to include the City having choice of legal counsel, at Contractor’s expense, for
purposes of fulfilling the defense obligation. Any language in these Contract Documents regarding the Contractor's obligation to indemnify the City or to insure the City shall be read jointly, such that a waiver of subrogation or waiver of defense appearing in the Indemnification provisions shall also apply to the Insurance provisions. All such insurance or indemnification provisions shall also be read to require indemnification and insurance to be provided for the benefit of the City and City Indemnitees (as indemnified parties and as additional insureds).

2.09.01 Insurance Rating:
All insurance policies required by this contract shall be underwritten by insurance companies with a minimum A. M. Best rating of B++ or better. In the event that the Contractor or any Subcontractor fails to procure or maintain any insurance required by the Contract Documents, the City may, at its option, purchase such coverage and deduct the cost thereof from any monies due to the Contractor or Subcontractor, or withhold funds in an amount sufficient to protect the City, or terminate this Agreement pursuant to its terms.

2.09.03 Provision of Insurance:
The Bidder shall not commence Work under this contract until the Bidder has obtained all insurance required under this section and such insurance has been approved by the City, nor shall Bidder allow any subcontractor to commence work on their subcontract until the same insurance has been obtained by the subcontractor. The Bidder and their subcontractor(s) shall maintain all insurance required under these Contract Documents for not less than two (2) years after completion of this contract. The City shall not be obligated to review such certificates or other evidence of insurance, or to advise Contractor or Subcontractor of any deficiencies in such documents, and receipt thereof shall not relieve the Contractor or Subcontractor from, nor be deemed a waiver of the right to enforce the terms of the obligations hereunder. The City shall have the right to examine any policy required and evidenced on the Certificate of Insurance.

Additionally, and supplemental to the indemnification outlined above, the successful Bidder shall indemnify, defend and hold harmless the City from any and all claims arising out of the payment or real or alleged failure to pay any subcontractor or materialman.

2.10 Subcontractors:
Use of any subcontractors for performance of any component of this Agreement requires the City's express, written pre-approval prior to undertaking any services, as contemplated in the terms of these specifications. Additionally, without regard to such pre-approval, any contractor, subcontractor or materialman providing services or materials relating to these specifications shall expressly be required to comply with all of the terms of these specifications. The prime contractor or successful Bidder holding the agreement resulting from these specifications shall be responsible for so confirming, and shall indemnify, defend and hold the City harmless from any failure to comply with these specifications by any subcontractor. Moreover, the failure to perform or default of any subcontractor shall be held and applied against the prime contractor under which the subcontractor is working, as if the prime contractor itself had failed to perform or had defaulted.
2.11 Legal Authority to Bind:
The City shall not be bound by the unauthorized action of any of its agents or representatives. Any bidder and the Contractor is responsible for determining whether any person purporting to act on behalf of or to bind the City has the actual authority to do so, prior to relying upon any such statement or claimed authorization.

2.12 Failure to Execute:
Failure to execute the contract shall, at the option of the City, constitute a breach of the agreement made by acceptance of the bid, and the City shall be entitled to forfeiture of the certified check, bank draft, or Bid Bond accompanying the bid that is required, not as a penalty, but as liquidated damages. In the event of failure of a Bidder to whom an award of contract has been made, to execute the contract and furnish a Performance Bond within five (5) days after notification of award, such award may be nullified and an award may be made to the next lowest responsive and responsible Bidder approved by the City. Any bidder who seeks any modification of the Contract Documents or of the Agreement is required to notify the City of the same by submitting an alternate bid. Any bidder who submits a bid without identifying any changes in the Contract Documents or the Agreement may be bound to the Contract Documents and the Agreement, without revision, at the City’s discretion.

2.13 Waiver of Lien:
Where applicable, a Waiver of Lien and Contractor’s Affidavit must be submitted by the Bidder, verifying that all contractors, subcontractors’ materialmen, and material invoices have been paid prior to the City approving payment. Waivers must be in a format acceptable to the City.

Section 3: Invitation for Bid

3.01 Intent:
The intent of these specifications is to solicit sealed bids from reputable contractors who are capable of providing the specified products and services. The use of the words “Contractor” and “Contract” in this document refer to the firm whose services would be engaged upon successful acceptance of a bid and the agreement that would be executed between the City of DeKalb (hereafter City) and the successful firm.

3.02 Scope:
The Scope of this bid shall include completion of the Work as described in the attached Exhibit F.

The bid shall include all aspects associated with the Contractor furnishing products, services, materials, supervision, labor, tools, and equipment necessary to complete the Work as defined herein in a workmanlike and acceptable manner, meeting or exceeding the quality standards as indicated in the specifications. Services performed or products provided shall be performed/provided with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar
conditions. In the event that the Contractor fails to meet the foregoing standard, Contractor shall perform at its own cost, and without reimbursement from the City, the professional services necessary to correct errors and omissions caused by the Contractor's failure to comply with the above standard and reported to Contractor within one (1) year from the completion of the Contractor's services for this project and shall indemnify the City from any damages caused as a result thereof.

In the execution of the Work herein provided for there may be interference with and/or damage to trees, shrubbery, crops, fences, railroad tracks, overhead structures, underground structures, water mains, drains, service connections, wires, pipes, conduits or other structures or items located along, adjacent to and/or crossing the locations of the Work, and that it may be necessary to relocate or reconstruct certain of such structures, improvements and installations and/or to make repairs to the same by reasons of doing the Work herein provided for, and it is particularly and specifically agreed that the Contractor shall do the Work necessary for such relocation, reconstruction and repair and shall bear and pay all of the cost and expense of such relocation, reconstruction and/or repair of and all damage done to all such items or adjacent properties existing at the date of execution of the contract or at the time of the Work which may be interfered with, damaged, and/or relocated, reconstructed, replaced or repaired in the performance of the Work, including the restoration and resurfacing of public streets and alleys, rights of way, easements and private property damaged or disturbed by the work, the same to be restored to as good condition as existed at the time of commencement of the Work. In the case of any City or publicly owned property damaged by the Contractor, the Contractor shall restore or replace the same subject to any conditions that the City may impose; the Contractor should inquire regarding restoration standards prior to bidding on the project unless it is willing to accept any directives from the City in this regard. The Contractor shall indemnify and hold harmless the City and City Indemnities from any claims of third parties arising out of damage caused by the Contractor in the performance of the Work.

The successful Contractor shall execute a contract in the form attached hereto as Exhibit D within five days of the date of notification that it is the successful Contractor. Failure to execute the Agreement shall constitute grounds for the City to retain the bid security of the Contractor as liquidated damages, and to annul the award of the bid to the Contractor (and to either rebid the Work to contract with another bidder).

3.03 Qualifications:
The Contractor shall be fully licensed to work in the City, and in the State of Illinois. The Contractor shall submit sufficient evidence of the Contractor's and the Contractor's subcontractors, if any, qualifications and abilities to complete the Contract, including references from similar relationships that are ongoing or recently completed. Subcontractors must also be licensed with the City.

Although price is a major consideration, product quality, references, service, delivery time and past experience, if applicable, will also be considered. No bid will be considered unless the Contractor shall furnish evidence satisfactory to the City that it has the necessary facilities, abilities, experience, equipment and financial and physical resources available to
fulfill the conditions of the contract and execute the Work should the contract be awarded to it. Bid documents which are not responsive to the requirements herein may not be considered by the City for an award of the contract. The contract will be awarded to the lowest responsible bidder. In determining the responsibility of the bidder, the City may take into account other factors in addition to financial responsibility, such as past records of its or other entities transactions with the Contractor, experience, ability to work cooperatively with the City and its staff, adequacy of equipment, ability to complete performance within necessary time limits, and other pertinent considerations such as, but not limited to, reliability, reputation, competency, skill, experience, efficiency, facilities and resources. The contract will be awarded in the City's best interests based on these and other legally-allowable considerations. The City and its representatives and agents may make any investigations deemed necessary to determine the ability of the bidder to perform the Work. The Contractor shall furnish any information and data requested by the City for this purpose.

3.04 Contract Management:
This Contract will be under the administration of the City Representative. Detailed daily supervision of the Contract shall be provided by the City Representative or by his or her authorized delegate(s). Any alterations or modifications of the work performed under the Contract shall be made only by written agreement between the Contractor and the City Manager or City Council, and shall be made prior to commencement of the altered or modified work. No claims for any extra work or materials shall be allowed unless preceded by written agreement.

3.05 Protection of Public and Private Property:
The Contractor shall exercise all necessary caution to protect pedestrian traffic from injury and to protect all public and private property from damage caused by the Contractor's operations. Any practice obviously hazardous in the opinion of the City Representative or site representatives shall be immediately discontinued by the Contractor upon receipt of either written or oral notice to discontinue such practice. The City has the right to immediately stop any operation deemed unsafe. The Contractor shall comply with all OSHA and other federal, state, and municipal safety standards and policies. The Contractor shall provide copies of OSHA logs upon request.

3.06 Concurrent Operations:
The proposed Contract is a nonexclusive agreement with the City. The City reserves the right to use other Contractors or its own employees to perform work similar to that being performed under the terms of the Contract. Performance of work by others shall be construed as being consistent with the terms of the Contract and shall not be cause for the Contractor to cease performance of work as directed.

3.07 Licenses and Permits:
The Contractor shall, at their expense, procure all necessary licenses and permits needed to conduct the work required under the terms of this Contract. The City shall waive the cost of all required City licenses, fees, and permits, with the exception of those licenses and fees associated with securing a business license to conduct business within the City.
3.08 Severability:
If any portion of this Contract is found to be unenforceable by a competent court of law having jurisdiction, the remaining portions of the Contract shall remain in full force and effect.

3.09 Accidents:
In the event of accidents of any kind, the Contractor shall immediately notify the City Supervisor and Police Department to secure a police report for insurance purposes, and shall provide a full accounting of all details of the accident. The Contractor shall furnish the City's Legal Department with copies of all reports of such accidents at the same time that the reports are forwarded to any other interested parties. The Contractor shall cooperate fully with any investigation of an accident which occurs on City property or within City buildings.

3.10 Sexual Harassment:
The City will not tolerate any act of sexual harassment by Contractors and their employees. Violation of this policy will be considered grounds for terminating either the Contract or the Contractor’s employee from work on this Contract.

3.11 Blood borne Pathogens Exposure Control Plan:
The Occupational Safety and Health Administration (OSHA) in 29 CFR Part 1910.1030 require the City and its contractors to develop a written exposure control plan for blood borne pathogens for their employees. Prior to execution of this agreement, the successful Contractor shall supply the City with a copy of their Blood Borne Pathogens Exposure Control Plan, which shall be subject to the review of and approval by the City as a condition of the contract. The successful Contractor shall also identify any other applicable regulations relating to the performance of its obligations and shall comply with such obligations (and submit a written plan to the City if required under the applicable regulations). This plan shall include engineering controls, work practices, personal protective equipment, employee training, and recordkeeping procedures for all employees who could be exposed to blood borne pathogens. Each Contractor shall be responsible for identifying covered employees, developing an exposure control plan, training employees, identifying and providing Personal Protective Equipment, and developing recordkeeping measures. Education and training records must be kept by the Contractor, to include: name of employee, date(s) of training, and employee job title. The plan(s) shall be available to the City upon request. Contractor’s employees shall assume that all human blood and body fluids containing human blood are infected with blood borne pathogens and shall follow the guidelines established by the Contractor.

3.12 Term of Contract:
The initial term of this Contract shall run 36 months from the date the landlord signs agreement subject, however, to the right of the City to cancel and terminate the same at any time by giving a thirty (30) day notice in writing to the Contractor. In the event of such cancellation, the Contractor shall be entitled to receive payment for services and work performed, and materials, supplies and equipment furnished under the terms of the
Contract prior to the effective date of such cancellation, but will not be entitled to receive any damages on account of such or any further payment whatsoever.

The following provisions apply only if checked:

☒ Other: The term of the agreement shall be 36-months.

3.13 References:
Bidders shall provide a list of not less than five (5) current customers with their bid submittal, said information to include name and address of the firm, and contact names with their daytime phone number, that can speak to the quality of services provided by the Contractor, and the addresses of facilities maintained by the prospective firm. In the event Contractor proposes to utilize Subcontractors, five (5) references shall be provided for each Subcontractor as well.

3.14 Special and Unforeseen Work:
Due to the generalized nature of the work under this Contract, instances may occur where the City desires to have additional materials or services provided outside the original intent of this Contract. Payment for these services shall be made based on a bid price per man-hour for the performance of the additional work as bid on the Bid Sheet. Requests for additional work shall be authorized in writing only through the Director or designee.

Contractor shall make no claim against the City and no claim shall be allowed for any damages which may arise out of any delay caused by the City or City Indemnitees. Contractor's sole remedy for a City-cased delay shall be a day-for-day extension of time to complete the Contract.

3.15 Exceptions:
Any exceptions to the specifications are to be noted on the Detail Exceptions Sheet and included with the bid at the time of submittal.

3.16 Communications:
The Contractor shall set up a communication process that will enable City representatives to contact appropriate representatives from the Contractor twenty-four (24) hour a day, seven (7) days a week. The Contractor shall provide each Supervisor with a cellular phone, at the Contractor's expense, for communicating with the City officials. The Contractor and the City shall jointly establish a written message system whereby notice may be given by the City to the Contractor indicating problems, complaints, and other Contract discrepancies. The system shall include a method by which the Contractor shall formally respond to these requests and notices.

3.17 Security and Access:
The Contractor may be working in several areas which are under secured access and other areas which will be generally open to the public during reasonable hours for meetings and other uses. All secured areas shall be maintained in a secured condition and these areas shall be locked immediately upon completing the required work. All areas shall be secured when the Contractor has completed their daily operations.
Access cards or keys will be furnished to the Contractor for designated staff to use while in performance of the awarded contract. The access cards or keys will be issued from and shall be returned to a designated City employee at the completion of the contract. The Contractor's representative shall sign for each access card or key set received and a log shall be maintained by the City. The City Representative may establish additional restrictions relative to any access cards or key sets.

3.19 Handling of Waste:
The Contractor shall ensure that their personnel properly dispose of waste and recyclables. This shall include recyclable goods and bio-hazards, in accordance with the plans and procedures approved by the City. Under no circumstances shall the contractor dispose of recyclable materials in the trash.

3.20 Work Crew Supervision:
The Contractor shall provide qualified Supervisors to supervise each crew engaged in work under the Contract. The Supervisor shall be authorized by the Contractor to accept and act upon all directives issued by the City Representative. Failure of a Supervisor to act on said directives shall be sufficient cause for the City to give notice that the Contractor is in default of the Contract unless such directives would create potential personal injury or safety hazards or such directives are contrary to the intent of these specifications.

The Supervisors shall be responsible for the instruction and training of personnel in the proper work methods and procedures. The Supervisors will schedule and coordinate all services and functions as required by the Contract and as specified in the task schedules.

Each Supervisor is required to check and verify Contract compliance before work crews leave each day. The Supervisor shall inform the City Representative of any item(s) which require additional follow-up to fully meet the Contract requirements. Written reports shall be submitted to the City Representative on such basis as the City Representative shall require, but not more frequently than daily.

The Supervisors shall be physically fit, fluent in both written and spoken conversational English, self-motivated, and capable of working without direct supervision.

**Section 4: Materials and Equipment**

4.01 City to Furnish:
In support of this Contract, the City will supply the Contractor with any items listed on the description of Work. No other items shall be supplied by the City, without the City's express, written consent.

4.02 Contractor to Furnish:
The Contractor shall provide, at his/her expense and at no additional cost to the City, all other equipment and supplies required to support the work activities as specified, with the exception of those items being provided by the City as itemized herein.

The Contractor shall make available to the City samples of the supplies they propose to use to enable the City to assess product quality and safety. If for any reason the City objects to the use of a given product, the Contractor shall discontinue use and find a substitute that is acceptable to the City. Quality assessment shall be at the sole judgment of the City, whose decision shall be final.

All products supplied and used under this Contract shall be new and within product expiration dates. Expired products will not be used. They must meet all applicable federal, state, and local standards for product safety. *Products and containers shall be properly labeled* to meet all applicable standards and regulations regarding safety, toxicity, and other standards. Material Safety Data Sheets (MSDS) shall be supplied as required for all affected products at all sites, and the Contractor is responsible to keep all MSDS books current.

4.03 Standards and Workmanship:
It is the intent of these specifications for the Contractor to provide a high level of service. The following statements indicate the general standards and workmanship to be furnished under this Contract. More detailed standards and specifications are provided later in these specifications.

4.03.01 Restrictive or Ambiguous Specifications:
It is the responsibility of the bidding firm to review the invitation to bid specifications and to notify the City Representative if the specifications are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the specifications or invitation to bid procedures must be received by the City not later than at the pre-bid meeting. In the event a contract term is not defined within the contract document, the term will be given its ordinary dictionary meaning.

**Section: 5: Performance and Payment**

5.01 Disputes:
The Contractor will be expected to faithfully perform all work as set forth in these specifications. If the Contractor fails to faithfully perform in accordance with the specifications or if a dispute arises as to the quality and/or quantity of work completed, the City Representative reserves the right to withhold authorization for payment of completed work until such time that performance has been improved or the dispute resolved. In those instances, when a dispute cannot be resolved between the Contractor and the City Representative, the dispute shall be resolved by the City Manager whose decision shall be final.
Exhibit A: Detailed Cost Sheet

**Note:** The total extended cost must be transferred to the *Bid Sheet*. Failure of the Bidder to complete the *Detailed Cost Sheet* OR transfer the extended total cost to the *Bid Sheet* may be cause for rejection of the bid submittal.

Please provide your price per acre for approximately 356.89 acres.

$\underline{185.50}$ per acre for the duration of the agreement.

Please provide your annual price for the use of for two (2) grain bins with a bushel capacity of 30,000 bushels located at 3331 Pleasant Street, DeKalb Illinois.

$\underline{1000.00}$ for both grain bins.
Exhibit B: Bid Sheet
Note: The Bidder must complete all portions of the Bid Sheet.

The undersigned, having examined the specifications and all conditions affecting the specified project, offer to furnish all services, labor, and incidentals specified for the price below.

The undersigned Bidder certifies that they are not barred from bidding on this contract as a result of a conviction for the violation of state laws prohibiting bid rigging or bid rotating, (720ILCS 5/33B-1, et seq.) and is not delinquent in any taxes to the Illinois Department of Revenue. (65ILCS 5/11-42.1-1)

It is understood that the City reserves the right to reject any and all bids and to waive any irregularities and that the prices contained herein will remain valid for a period of not less than sixty (60) days.

I (We) propose to complete the following project as more fully described in the specifications for the following:

Bidding Company Name: [Signature]

☒ Our firm has not altered any of the written text within this document. Only those areas requiring input by the respondent have been changed or completed.

<table>
<thead>
<tr>
<th>Will you be utilizing a subcontractor?</th>
<th>☐ YES</th>
<th>☒ NO</th>
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<td>If yes, have you included all required information with your bid submittal?</td>
<td>☐ YES</td>
<td>☒ NO</td>
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<td>Are your subcontractors registered to do business with the City?</td>
<td>☐ YES</td>
<td>☒ NO</td>
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- OR -

INDEMNIFICATION: The Bidder hereby agrees to protect, defend, indemnify, and save harmless the City against loss, damage, or expense from any suit, claim, demand, judgment, cause of action, or shortage initiated by any person whatsoever, arising or alleged to have arisen out of work described herein, except that in no instance shall the Bidder be held responsible for any liability, claim, demand, or cause of action attributable solely to the intentional misconduct of the City. The Bidder agrees to indemnify, defend, insure and hold harmless the City in compliance with the most stringent language in this bid package.

I hereby certify that the item(s) proposed is/are in accordance with the specifications as noted and that the prices quoted are not subject to change; and that the Company
submitting this bid complies with the Bidder Certifications included in the Form of Agreement attached as Exhibit D.

**TOTAL PRICE:** The Bidder hereby affirms and states that the prices quoted herein constitute the total cost to the City for all work involved in the respective items and that this cost also includes all insurance, royalties, transportation charges, use of all tools and equipment, superintendence, overhead expenses, all profits and all other work, services and conditions, necessarily involved in the work to be done and materials to be furnished in accordance with the requirements of the Contract Documents considered severally and collectively.

**Donald Haukerson**
Bidder's Firm Name

**16391 Somonwine Rd**
Street Address

**Oconomowoc WI 53066**
City State Zip Code

**(262) 739-3565**
Phone Number

**2120/16**
Date

**Signed Name and Title**

**Donald H. Haukerson**
Print Name and Title

**[Signature]**
E-mail Address

**[Signature]**
Fax Number

Page 25
Exhibit C: Detailed Exceptions Sheet

**Exceptions:** Any exception to any term of this document or to the Agreement **must** be clearly noted on the *Detail Exceptions Sheet(s).* Failure to do so may be reason for rejection of the bid. It is not our intention to prohibit any potential Bidder from bidding by virtue of the specifications, but to describe the material(s) and service(s) actually required. The City reserves the right to accept or reject any or all exceptions.

**Detail Exceptions Sheet must be enclosed with bid sheet. Attach additional pages if necessary.**

Bidder’s exceptions are:

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<th>Section Number</th>
<th>Exception Title</th>
<th>Exception Detail</th>
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Exhibit D: Proposed Land Lease Agreement

Farm Lease Agreement

TENANT'S INVESTMENT AND EXPENSES.

The Tenant agrees to furnish the Property and to pay the items of expenses described below:

A. All machinery, equipment, fuel and labor necessary to operate the Property.

B. All ad valorem property taxes or assessments of any nature on the Property.

C. All operating expenses or the portion of expenses not furnished or paid by the Landlord as provided in this lease.

D. Insurance. Tenant covenants and agrees prior to any use or occupancy of the Property and at Tenant’s sole cost and expense to maintain in full force and effect at all times during the term of this lease, workmen’s compensation insurance with statutory limits of coverage and general liability insurance naming Landlord as an additional primary and non-contributory named insured with waiver of subrogation and with limits not less than One Million ($1,000,000) for personal injury, including bodily injury and death, property damage, and with coverage for pollution, crop spraying, overspray and drift. Tenant shall provide Landlord with a copy of the declaration pages of all such insurance policies. Such insurance policies shall be issued by an insurance company approved by Landlord and in a form acceptable to Landlord and shall be subject to modification or cancellation only upon written notice delivered by certified mail to Landlord not less than thirty (30) days in advance of any such proposed modification or cancellation.

TENANT'S DUTIES IN OPERATING PROPERTY.

In addition to the agreements covered by the foregoing provisions of this lease, the Tenant further agrees that he will perform and carry out the stipulations represented in the following clauses:

A. To faithfully cultivate the Property in a timely, thorough and businesslike manner.

B. Not assign this lease to any person or persons or sublet any part of the Property without the written consent of the Landlord.

C. To take proper care of all trees, vines and shrubs, and to prevent injury to the same.

D. Not to cut live trees except by permission of the Landlord.
E. Not to allow noxious weeds to go to seed on said Property, but to destroy the same and to cut and maintain the sprouts, brush, weeds and grass up to the roads adjoining the land as often as needed each year.

F. Not to burn cornstalks, straw, or other crop residues grown upon the Property except by permission of the Landlord, but to leave or spread all such material upon the land, and in no case to remove from the Property any such material without the consent of the Landlord.

G. To investigate and repair any broken tile and keep outlets open. Tenant shall not operate tillage equipment through grass waterways, or other low places that will permit open ditches eroding across fields.

H. To prevent all unnecessary waste, or loss, or damage to the Property of the Landlord.

I. The Tenant agrees to have fields clear of any post-harvest crop residue on or before November 15th of each year of this lease or as agreed upon. Tenant also agrees to follow such crop rotation, tillage practices, fertilizer programs, conservation measures and arrangements as instructed by Landlord or in accordance with standard farming practices. Tenant shall till contracted fields prior to the lease expiring.

J. To keep the Property neat and orderly.

K. The buildings, fences and other improvements on the property are to be kept in same condition as identified during initial walkthrough/inspection by the COD and leasee. A final walkthrough/inspection will be performed at the termination of the lease to reconcile damages at the expense of the leasee.

L. To preserve established watercourses or ditches, and refrain from any operation that will injure them.

M. To haul and spread all manure on appropriate fields at times and in quantities consistent with environmental protection requirements.

N. Follow the farming practices that are generally recommended for and that are best adapted to this type of Property and for this locality unless other practices are agreed upon such as participants of USDA farm and subsidy programs.

MANAGEMENT AND BUSINESS PROCEDURES.

The Landlord and Tenant agree that they will observe the following provisions:

A. Except when mutually decided otherwise, the land use and cropping system shall be approximately as follows: All tillable cropland as hereby rented to Tenant.
B. The fertilizer and limestone program shall be nitrogen, phosphorus and potash applied annually to produce corn or soybeans and maintain the fertility of the soil, for which the Tenant shall provide records and receipts of all applications, to the Landlord or his Agent, if requested. Soil testing and ag lime costs are all Tenant's expense. Agronomic rates will be based on the soil testing and documentation will be provided when asked for. Tenant shall soil test at least once during the term of lease and shall apply lime or such other nutrients required to restore the land to recommended nutrient rates based upon the results of such soil testing.

DEFAULT, COMPENSATION FOR DAMAGE, METHOD OF SETTLEMENT, RIGHT OF ENTRY.

A. Tenant is not to erect or permit to be erected upon said Property, any structure, building, fence or sign of any kind whatsoever, except by the written consent of the Landlord, nor to purchase any materials or incur any expenses for the account of the Landlord without its approval and will not make a claim for labor at any time unless Landlord has given written permission at a previous date.

B. Nothing in this lease shall confer upon the Tenant any right to minerals underlying said land or any part thereof, but the same are hereby expressly reserved by the Landlord together with the full right and liberty to them, to enter upon the Property and to bore, search and excavate for same, to work and remove the same, and to deposit excavated rubbish, and with full liberty to pass over said Property with vehicles and lay down and work any such railroad track or tracks, tanks, pipe lines, powers and structures as may be necessary or convenient for the above purpose. Said Landlord, however, agrees to deduct from the annual rent, pro-rata, for the land so taken by him or his assigns for said uses when the rental of such land is cash, and to reimburse the said Tenant for any actual damage he may suffer for crops destroyed where such land is on grain rent and to release Tenant from obligation to continue farming this Property when development of resources interferes materially with Tenant's ability to make a satisfactory return.

C. Landlord shall in no way be liable in damages for failure of water supply or for any damage by the elements or otherwise, to any of the improvements, nor for any loss or damage while improvements are under construction or repair, nor for any failure to repair or alter or replace any buildings or improvement.

D. Tenant takes possession of the Property subject to the hazards of operating a farm and assumes all risk of accidents to himself, his family, employees, agents, representatives, contractors or assigns in pursuance of his farming operations, or in performing repairs to the buildings, fences and other improvements, or accidents and injuries arising out of the use of farm equipment and machines.

E. Right of Entry. The Landlord or his Agent shall be entitled to free access to the Property at all times and may make any repairs and improvements thereon. If this lease is terminated, the Landlord or his Agent shall be entitled to fall till, fertilize or
otherwise prepare the ground and plant in proper season for the following year's crops.

G. If the Tenant shall, from any cause, fail to comply with any of Tenant's obligations herein, the Landlord may at any time when such failure occurs after giving five days' written notice of its intention to do so: (1) terminate this lease; or (2) terminate Tenant's right to possession under this lease and take possession of said Property and buildings thereon which the Tenant agrees to surrender without said possession terminating this lease and Tenant's obligation to pay rent hereunder, and employ other persons to tend said crop and perform all the agreements of the Tenant as herein contained as fully as the same are contemplated in this agreement and after deducting all monies advanced, or monies or crops due for the rent and the expense of attending such crop as aforesaid, to pay the residue, if any, to the Tenant. If the Tenant shall fail to pay the cash rent, or shall fail to keep any of the agreements of this lease, all costs and attorney's fees of the Landlord in enforcing collection or performance, shall be added to and become a part of the obligations payable by the Tenant hereunder.

H. Yielding Possession. The Tenant agrees that at the expiration of the term of this lease, he will yield up possession of the Property to the Landlord without further demand or notice, in as good order and condition as when same were entered upon by the Tenant, loss by fire or tornado, and ordinary wear excepted. The Tenant shall pay to the Landlord a reasonable compensation for any damage to the Property above the aforementioned exceptions.

I. The Tenant shall be responsible for all employer obligations on hired labor with respect to safety requirements, social security and workers compensation contributions, and the Landlord shall have no responsibilities therefore.

ENVIRONMENTAL CONCERN

A. The Tenant is to use prudence and care in transporting, storing, handling and applying all fertilizers, pesticides, herbicides, and other chemicals and similar substances, and to read and follow instructions on the labels for the use of such materials in order to avoid injury or damages to persons or property or both on the Property and adjoining areas.

B. Any chemicals for weed or insect control or other use, when used, should be applied at levels not to exceed the manufacturer's recommendation for the soil types involved. The Tenant agrees to provide the Landlord annually, a written report indicating the product name, amount, date of application and location of application of all pesticides and fertilizers used on the Property.

C. No chemicals will be stored on the Property. When chemicals or petroleum products are on the Property, they will be only those planned to be used on the
Property, and they will be in closed, tight containers above ground and clearly marked. No chemicals or chemical containers will be disposed of on the Property.

D. Both Landlord and Tenant affirm the goals of minimizing soil erosion losses and preserving the productivity of the land in ways that are consonant with their needs and desires for acceptable current returns to their individual inputs on the Property.

E. Environmental Indemnity.

(a) Tenant hereby agrees to defend, protect, indemnify and hold harmless Landlord, Landlord's affiliates, directors, officers, agents and employees, and Landlord's participants, successors and assigns (hereinafter, collectively the "Indemnified Parties"), from and against, and shall reimburse the Indemnified Parties for, any and all actual out-of-pocket costs (including, without limitation, attorneys' fees, consultants' fees, laboratory costs, expenses and court costs), expense or loss arising from any claim, liability, demands, damage, injunctive relief, claims of lien, liens, settlements, legal and administrative proceedings, injury to person, property or natural resources, fine, penalty, action, cause of action and obligations and liabilities of any kind or nature whatsoever (collectively, "Costs and Liabilities"), incurred by or asserted against any Indemnified Party and arising directly or indirectly, in whole or in part, out of the release, discharge, deposit or presence, or alleged or suspected release, discharge, deposit or presence of any Hazardous Materials at, on, within, under, about or from the Property, or in or adjacent to any part of the Property, or in the soil, groundwater or soil vapor on or under the Property, or elsewhere in connection with the transportation of Hazardous Materials to or from the Property in violation of any Hazardous Materials Laws, whether or not known to Tenant or Indemnified Parties, whether foreseeable or unforeseeable, regardless of the source of such release, discharge, deposit or presence, regardless of when such release, discharge, deposit or presence occurred or is discovered. Without limiting the generality of the foregoing indemnity, such Costs and Liabilities shall include, without limitation, all actual out-of-pocket costs incurred by Indemnified Parties in connection with (i) determining whether the Property is in compliance or the amount of money required to remediate any environmental contamination, and causing the Property to be or become in compliance, with all applicable Hazardous Materials Laws, (ii) any investigation, clean up, removal or remediation of any kind and disposal of any Hazardous Materials present in the soil, groundwater, or at, on, under or within the Property, released from the Property, or which migrate, flow, or percolate onto, under or within any facility or property with respect to which Tenant or Landlord otherwise would have any liability or are otherwise present due to the
act of a third party, to the extent required by applicable Hazardous Materials Laws in effect at the time of such investigation, clean up, removal, remediation or disposal, and (iii) repair of any damage to the Property or any other property caused by any investigation, clean up, removal, remediation or disposal.

(b) Upon demand by any Indemnified Party, Tenant shall defend any investigation, action or proceeding in connection with any claim or liability, or alleged claim or liability, that would, if determined adversely to such Indemnified Party, be covered by the foregoing indemnification provisions, such defense to be at Tenant's sole cost and expense and by counsel chosen by such Indemnified Party, which counsel may, without limiting the rights of an Indemnified Party pursuant to the next succeeding sentence of this Section 5(b), also represent Tenant in such investigation, action or proceeding.

(c) As used herein, the term "Hazardous Materials" means and includes any flammable, explosive, or radioactive materials or hazardous, toxic or dangerous wastes, substances or related materials or any other chemicals, materials or substances, exposure to which is prohibited, limited or regulated by any federal, state, county, regional or local authority or which, even if not so regulated, may or could pose a hazard to the health and safety of the occupants of the Property or of property adjacent to the Property, including, but not limited to, asbestos, PCBs, petroleum products and byproducts, substances defined or listed as "hazardous substances" or "toxic substances" or similarly identified in, pursuant to, or for purposes of, the Comprehensive Environmental Response, Compensation, and Liability Act, as amended (42 U.S.C. Section 9601, et seq.), the Hazardous Materials Transportation Act (49 U.S.C. Section 1801, et seq.), the Resource Conservation and Recovery Act (42 U.S.C. Section 6901, et seq.), and any so-called "Superfund" or "Superljen" law, or any other federal, state or local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance or material, or any substances or mixture regulated under the Toxic Substance Control Act of 1976, as now or hereafter amended (15 U.S.C. Section 2601, et seq.); and any "toxic pollutant" under the Clean Water Act, as now or hereafter amended (33 U.S.C. Section 1251, et seq.); and any hazardous air pollutant under the Clean Air Act, as now or hereafter amended (42 U.S.C. Section 7901, et seq.). The term "Hazardous Materials Laws" means any federal, state or local law, code, statute, ordinance, rule, regulation, rule of common law or guideline relating to Hazardous Materials now or hereafter enacted or promulgated (collectively, and including, without limitation, any such laws which require notice of the use, presence,
storage, generation, disposal or release of any Hazardous Materials to be provided to any party).

(d) This Environmental Indemnity provision shall survive the termination of this Lease.

ADDITIONAL

A. Tenant shall attend a mandatory safety and security meeting provided by Landlord prior to operating on the Property.

B. Dumping fill, spreading septic, sewage material, sludge or sludge lime, waste treatment, or non-agricultural material is prohibited.

C. No hunting rights or privileges are granted for the Property and Tenant shall not allow any hunting to take place thereon.

D. Tenant will timely certify the acreages planted of each crop at the Farm Service office and provide copies to landlord.

E. Landlord may, from time to time, remove some portion of the Property from Tenant’s use under this lease, without penalty to Landlord except for the payment of crop damage as detailed below. In the event of the Landlord selling, changing the land use, altering the Property or otherwise removing a portion of the Property from the use of Tenant, the Tenant will be given notice to remove the growing crop, if possible. Additional land may be excluded from this lease by Landlord before planting a new crop. Any annual rent collected to date then to be refunded to Tenant. The Landlord will compensate the Tenant for crop damage during the growing season resulting from borings or other activities before planting, amount not to exceed the per acre bid price; after the crop is planted and before July 15, not to exceed $400.00 per acre; on and after July 15th until harvest season, not to exceed $475.00 per acre with Landlord keeping the rent in all cases after planting.

F. The failure of Landlord on one or more occasions to enforce any one of the provisions of this Lease Agreement or to exercise any right, remedy or privilege hereunder shall not be construed as a waiver of any subsequent breach or default of a similar nature or as a waiver of any such provision, right, remedy or privilege.

G. This Lease Agreement and its interpretation and application shall be governed by the internal laws of the State of Illinois without giving effect to conflicts of laws principles. Venue for any action concerning the enforcement of this Lease Agreement shall be proper only in the Twenty-Third Judicial Circuit Court, DeKalb County, Illinois.
Unless otherwise noted, all services, materials, labor, knowledge, skill, expertise, or other resources required to lawfully complete the Project in accordance with all applicable regulations and these Contract Documents shall be provided exclusively by Contractor.

Agreed to this __________ day of _____, 20__.

City of DeKalb  Contractor

_________________________  ________________________
    City Mayor/Manager

_________________________
    City Clerk
Exhibit E: Fee Schedule
Exhibit F: Description of “the Work”

This project consists of the provision of the following Work:

The City of DeKalb seeks sealed bids for the use of two (2) 30,000- bushel capacity grain bins and approximately 356.89 acres of farming land at the DeKalb Taylor Municipal Airport for a period not to exceed 36-months.

Land is to be used for agricultural purposes only (soybean or corn crops during the period of March 1, 2019 – February 28, 2022). The parcels listed below are located in the County of DeKalb and State of Illinois. A map is attached.

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<thead>
<tr>
<th>Parcel Number</th>
<th>Total Acreage for Parcel</th>
</tr>
</thead>
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<tr>
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<tr>
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<tr>
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<tr>
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<tr>
<td><strong>Total Acreage</strong></td>
<td><strong>356.89</strong></td>
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</table>
Farmland at DeKalb-Taylor Municipal Airport
**Exhibit G: Project Checklist**

<table>
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<tr>
<th>Yes</th>
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<tr>
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<td>Yes</td>
<td>No</td>
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</tbody>
</table>

- **Attended Pre-Bid Meeting**
- **Timely Submitted Bid**
- **Bid Sealed and Properly Labeled**
- **All Pages Submitted**
- **Bid Bond Required?**
- **Bid Bond Submitted**
  - **Date of Bid Opening:**
  - **Date of Bid Award:**
  - **Selected Bidder:**
  - **Date of Bidder Notification:**
- **Selected Bidder Acknowledged Bid Award (Date: ________)**
- **Subcontractors identified and authorized**
- **Contract Signature:**
- **Bidder Provided Signed Contract within 5 days**
- **Pre-Performance Items:**
  - **Performance Security Required?**
  - **Performance Security Provided (prior to start of work)**
  - **Certificates of Insurance Provided (prior to start of work)**
  - **Pre-Performance /Pre-Delivery Meeting Conducted**
- **Pre-Payment Items:**
  - **Lien Waivers Received**
  - **Prevailing Wage Records Received**
  - **City Punchlist Approval Received**
  - **Warranty, Retention or Maintenance Bond Required?**
  - **Warranty, Retention or Maintenance Bond Received**
  - **Warranty, Retention or Maintenance Bond Period Close Reminder Docketed?**

**Warranty/Retention/Maintenance Bond Instructions:**

---

1 It is recommended to docket a reminder for this deadline at least 60 days prior to the deadline.
Exhibit H: Subcontractor Listing

Any subcontractors that are proposed to be utilized in the performance of this Agreement, either as subcontractors or materialmen, shall be expressly identified below. Attach additional pages if necessary.

#1:
Subcontractor or Materialman Name:
Address:
Telephone Number:
Email Address:
Primary Contact Person:
Primary Contact Cellular Telephone:
Attach a List of Five References for Subcontractor (See Section 3.13):
Detailed description of services to be offered by this Subcontractor or Materialman:

#2:
Subcontractor or Materialman Name:
Address:
Telephone Number:
Email Address:
Primary Contact Person:
Primary Contact Cellular Telephone:
Attach a List of Five References for Subcontractor (See Section 3.13):
Detailed description of services to be offered by this Subcontractor or Materialman:
**Exhibit I: City Punchlist and Acceptance Notice**

Prior to final payment for project, this document shall be completed to identify: 1) any punchlist or corrective items identified that must be completed prior to final payment; and, 2) completion of all such items and approval, by the City Representative, of this project for final payment.

Punchlist items for correction:

<table>
<thead>
<tr>
<th>Item Description</th>
<th>Date Corrected and Approved by City Representative</th>
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<tbody>
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</tr>
</tbody>
</table>

Date of Punchlist Item Completion and Project Completion: ______________
(Note: the following day shall serve as the first day of the warranty period for this project).

City Representative Certification:

I, ______________ (City Representative) have reviewed this project and determined that the Work, as defined therein, has been completed in accordance with the requirements of the Contract Documents, that as of the date of this Certification, all identified punchlist items have been satisfied and corrected to my satisfaction, and that this project is otherwise ready for final payout.

________________________  ____________________
Signature                   Date
Contractor Certification:

I, __________________ (Contractor’s Representative) have reviewed this project and determined that the Work, as defined therein, has been completed in accordance with the requirements of the Contract Documents, that as of the date of this Certification, all identified punchlist items have been satisfied and corrected to the City’s satisfaction, and that this project is otherwise ready for final payout.

__________________________  _____________
Signature                      Date
Exhibit I: Form of Bid Addendum

Bid Addendum:

Name of Project: ________________________________

General Description of Project:
________________________________________________
________________________________________________
________________________________________________

Website Link: ________________________________

Date of Addendum: ______________

Description: ________________________________
Ruth/Tom,

Old Elm Farms (John and Steve Ward) have indicated they do not intend to lease the grain bins. There were a number of repairs that were needed on the bins which Old Elm Farms and the City were unwilling to commit to making so we were unable to come to terms on an agreement.

Bryan Faivre
Bryan Faivre
ADPW
City of DeKalb
815-748-2050

From: Scott, Ruth <Ruth.Scott@CITYOFDEKALB.com>
Sent: Thursday, April 18, 2019 8:13 AM
To: Cleveland, Tom <Tom.Cleveland@cityofdekalb.com>
Cc: Jureczek, Shelly <Shelly.Jureczek@CITYOFDEKALB.com>; Nicklas, Bill <bill.nicklas@CITYOFDEKALB.com>; Dean Frieders <dean@frieders.com>; DiDiana, Patrick <Patrick.DiDiana@CITYOFDEKALB.com>; Faivre, Bryan <BFAIVRE@CITYOFDEKALB.com>
Subject: RE: Status on signed copy of farm lease
Importance: High

Tom,

Do you have any word on the Old Elm Farms grain bin lease? This agreement was approved by Council on February 11. Shelly needs the lease for the state. It’s imperative that we get the original lease back fully executed ASAP. Please advise at your earliest convenience.

Best Regards,

Ruth A. Scott | Executive Assistant / Deputy City Clerk
City of DeKalb | 200 South Fourth Street | DeKalb, Illinois 60115
Phone: 815-748-2090 | Fax: 815-748-2091
Official Bid: Do Not Open.

OLD ELM FARMS, LLC
14941 Mt. Hunger Rd.
Sycamore, IL 60178

Subject Matter:

City of Dekalb
Airport Bid:
For: 356.89 acres of Farmland
For: 30,000 bushel of grain storage
A complete set of Bid Sheets
For Both.

January 23, 2019 at 2pm
Bid/Proposal Cover Sheet

Name of Project: Invitation to Bid on a Cash Farm Lease for Two Grain Bins and 356.89 Acres of Land at the DeKalb Taylor Municipal Airport

General Description of Project:
The City of DeKalb seeks sealed bids for the use of two grain bins with a 30,000 bushel capacity and approximately 356.89 acres of farming land at the DeKalb Taylor Municipal Airport for a period not to exceed 36-months.

Website Link:

Type of Bid:
☐ Bid for Goods
☐ Bid for Services
☐ Request for Qualifications
☐ Request for Proposals
☒ Other: Invitation to Bid

City Representative:
Name: Tom Cleveland
E-Mail: Tom.Cleveland@cityofdekalb.com
Phone: 815 748-8102

Bid Release Date: January 11, 2018
Last Day for Questions: January 17, 2019
Pre-Bid Meeting: none

Question Response Date: January 21, 2019

Bid Due Date: January 23, 2019 Deadline: 2:00 P.M.

All Bids must be received at the City of DeKalb, Finance Department, Attn. Accounts Payable/Purchasing Agent, 200 South Fourth Street, DeKalb, Illinois, 60115 at not later than 2:00 P.M. on the Bid Due Date outlined above.
All persons desiring to submit a bid under these Contract Documents must contact the City of DeKalb and provide an email address at which notices can be sent and received by the proposed Bidder or Contractor. This address will be used for official communications from the City, including pre-bid communications.
Legal Notice - Invitation to Bid

The City of DeKalb, IL will accept sealed bids for the use of two grain bins with a 30,000-bushel capacity and approximately 356.89 acres of farming land at the DeKalb Taylor Municipal Airport for a period not to exceed 36-months.

Specifications and all Contract Documents are available on-line on the City of DeKalb’s web page at www.cityofdekalb.com under Quick Links/Bids & RFPs. They may also be obtained from the City of DeKalb Finance Department, Attn. Accounts Payable/Purchasing Agent, 200 South Fourth Street, DeKalb, Illinois, 60115. Bids will be received by a Purchasing Agent, at the above address until January 23 at 2:00 P.M. All bids will be publicly opened immediately thereafter.
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Equal Employment Opportunity Clause

EQUAL EMPLOYMENT OPPORTUNITY CLAUSE required by the Illinois Fair Employment Practices Commission as a material term of all public contracts.

During the performance of this contract, the Contractor agrees as follows:

1. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or ancestry; and further, that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.

2. That, if it hires additional employees in order to perform this contract, or any portion hereof, it will determine the availability (in accordance with the Commission’s Rules and Regulations for Public Contracts) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.

3. That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, national origin, or ancestry.

4. That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the contractor’s obligations under the Illinois Fair Employment Practices Act and the Commission’s Rules and Regulations for Public Contracts. If any such labor organization or representative fails or refuses to cooperate with the contractor in its efforts to comply with such Act and Rules and Regulations the contractor will promptly so notify the Illinois Fair Employment Practices Commission and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations there under.

5. That it will submit reports as required by the Illinois Fair Employment Practices Commission’s Rules and Regulations for Public Contracts, furnish all relevant information as may from time to time be requested by the Commission or the contracting agency, and in all respects comply with the Illinois Fair Employment Practices Act and the Commission’s Rules and Regulations for Public Contracts.

6. That it will permit access to all relevant books, records, accounts, and work sites by personnel of the contracting agency and the Illinois Fair Employment Practices Commission for purposes of investigation to ascertain compliance with the Illinois
Fair Employment Practices Act and the Commission’s Rules and Regulations for Public Contracts.

7. That it will include verbatim or by reference the provisions of paragraphs 1 through 7 of this clause in every performance subcontract as defined in Section 2.10 (b) of the Commission’s Rules and Regulations for Public Contracts so that such provision will be binding upon every such subcontractor; and that it will also include the provisions of paragraphs 1, 5, 6, and 7 in every supply subcontract as defined in Section 2.10(a) of the Commission’s Rules and Regulations for Public Contracts so that such provisions will be binding upon every such subcontractor. In the same manner as with other provisions of this contract, the contractor will be liable for compliance with applicable provisions of this clause by all its subcontractors; and further it will promptly notify the contracting agency and the Illinois Fair Employment Practices Commission in the event any subcontractor fails or refuses to comply therewith. In addition, no contractor will utilize any subcontractor declared by the Commission to be non-responsible and therefore ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

The City of DeKalb does not discriminate on the basis of handicapped status in admission or access to, or treatment or employment in, its programs and activities.

Section 1: Standard Conditions

1.00 General Bid Notes:
The City Council of the City of DeKalb reserves the right to accept or reject any and all bids, to waive any technicalities, discrepancies, or information in the bids, or to waive competitive bidding and negotiate directly with one or more contractors. The City also reserves the right to divide the contract into multiple agreements and to have multiple parties’ complete separate components of the required work. The City of DeKalb does not discriminate in admission, access to, treatment, or employment in its programs and activities.

General questions regarding the Legal Notice or the Bid Specifications shall be directed to the City’s Representative at the contact information provided on the Bid Cover Sheet. All detailed questions concerning the actual bid specification are to be forwarded in writing.

Following bid opening, review, and the City’s receipt of an award recommendation, pending contract awards will be posted on the City of DeKalb’s web site.

Individuals with disabilities who plan to attend this meeting and who require certain accommodations to allow them to observe and/or participate in this meeting are requested to contact the City Manager’s Office at 815-748-2090 at least one (1) week prior to this public meeting if possible.
All costs incurred in the preparation, submission and/or presentation of any proposal including any Bidder's travel or personal expenses shall be the sole responsibility of the Bidder and will not be reimbursed by the City.

**ALL RESPONDING BIDDERS ARE REQUIRED TO SUBMIT ALL PAGES OF THIS BID PACKAGE, INCLUDING ALL ATTACHMENTS (AND ANY CONTRACTOR-GENERATED SUPPLEMENTS THERETO), IN ORDER TO SUBMIT A VALID BID.**

All persons desiring to submit a bid under these Contract Documents must contact the City of DeKalb and provide an email address at which notices can be sent and received by the proposed Bidder or Contractor. This address will be used for official communications from the City, including pre-bid communications.

1.01 **Contract Documents:**
Any drawings, plans, standard conditions, special conditions, supplemental additional conditions, specifications, bid notice, bid sheet, and addendum, if any, as specified herein shall form the "Contract Documents." For the purpose of this bid, the word "City" shall refer to the City of DeKalb, and the word "Bidder" or "Contractor" shall refer to any person, company, or entity submitting a bid. Any work shown or described in one of the documents shall be construed as if described in all the documents. For purposes of any provision in here requiring the defense, indemnity or insuring of the City, such reference shall include the City, its employees, officers, elected and appointed officials, attorneys, contractors and subcontractors. The "City Representative" shall be the person so indicated on the Bid/Proposal Cover Sheet.

1.02 **Interpretation of Contract Documents:**
Each request for interpretation of the Contract Documents shall be made in writing addressed to the City Representative and shall be received at least five (5) business days prior to the pre-bid meeting. Interpretations and supplemental instructions will be the form of written addenda to the Contract Documents. In the event that there is no pre-bid meeting, requests for information must be received by the City Representative at least ten days prior to bid opening. The City reserves the right to determine what constitutes a material variation from the terms of these Contract Documents, and to waive variations deemed immaterial, in its sole discretion.

1.03 **Electronic Bid Documents:**
Bidders that download PDF documents from the City of DeKalb's internet web page must immediately notify the City Representative via e-mail as outlined on the Cover Sheet and attend the pre-bid meeting (if marked as mandatory) if they intend to submit a response to the bid documents. This step is necessary to establish a communication link between the City and the Bidder so that any addenda or other relevant information may be transmitted properly. The Bidder, not the City, is responsible for obtaining any addenda to the original specification when the Bidder chooses the option of downloading bid or proposal files. Addenda and other relevant information will be posted on the City of DeKalb web page. Bidders must provide an email address which can be used by the City to send bid addenda.
or other official communications. All Bidders must sign off and acknowledge receipt of all bid addenda. The form of Bid Addenda is attached hereto as Exhibit J.

1.04 Submittal of Bid:
Bids must be submitted to the City of DeKalb Finance Department, Attn. Accounts Payable/Purchasing Agent, 200 South Fourth Street, DeKalb, Illinois, 60115 no later than January 23, 2019 at 2:00 P.M. Bids arriving after the specified time will not be accepted, even in cases of delay by train. Bids will not be accepted at any other location or by any other City personnel. Any bids erroneously accepted at any other location or by other City personnel shall be returned unopened. Mailed bids which are delivered after the specified hour will not be accepted regardless of postmarked time on the envelope. Bidders should carefully consider all bid delivery options (US Postal Service, UPS, Federal Express, Emery Express, private delivery service, etc.) and select a method that will successfully deliver their bid by the required time and date. Bids shall be submitted in sealed envelopes carrying the following information: Bidder’s name, address, subject matter and document number of bids as indicated in the specification, and designated date and time of the bid opening. All bids must be clearly marked at the top of each side of the envelope: “Official Bid: Do Not Open.” Bids will only be accepted by delivery or US mail; bids will not be accepted by facsimile, e-mail, internet, telephone or telegraphic means. All times are based upon the official time in the City of DeKalb, Central Standard Time or Central Standard Daylight Time (whichever applies at the time of bid).

1.05 Withdrawal of Bid:
Bidders may withdraw or cancel their bid, in written form, at any time prior to the advertised bid opening time. Bidders must submit a written request to withdraw their bid, which must be received by the City, at the stated location for bid submission, prior to bid opening.

1.06 Bidder’s Qualifications:
No award will be made to any Bidder who cannot satisfy to the City that they have sufficient ability and experience in this class of work, as well as sufficient capital and equipment to do the job and complete the work successfully within the time named (i.e. responsible). The City’s decision or judgment on these matters shall be final, conclusive, and binding. The City may make such investigations as it deems necessary. The Bidder shall furnish to the City, under oath if so required, all information and data the City may request for the purpose of investigation.

1.07 Preparation of Bid:
The Bidder’s submittal shall include the completed Bid Sheet and Detailed Bid Sheet found in the Contract Documents. The City will strictly hold the Bidder to the terms of the bid. The bid must be executed by a person having the legal right and authority to bind the Bidder.

1.08 Compliance with Laws:
The Bidder shall at all times observe and conform to all laws, ordinances, and regulations of the Federal, State, and local governments, which may in any manner affect the preparation
of bids or the performance of the contract. In addition, the Bid shall be subject to all applicable City of DeKalb purchasing policies and ordinances.

1.09 Alternate to Bids:
Any reference in these specifications to manufacturer's name, trade name, or catalog number (unless otherwise specified) is intended as a standard only. The City's written decision of approval or disapproval of a proposed substitution shall be final.

Alternate bids will be considered only if received at the time stated for receipt of the bids. Submit alternate bids in a sealed envelope and identify the envelope as required for all bids, except that the phrase Alternate Bid shall be used. Bidders are cautioned that, if an alternate bid(s) involves an increase in the Bid Sum, the Bid Deposit, if required, shall be ample or be increased to cover the alternate Bid Sum or the entire bid may be rejected. Alternate bids should only be submitted if the proposal is believed in good faith to be equal in quality to the requirements specified by the City. The City reserves the right to rule upon a specification deviation or alternate bid in the manner as best befits the City, and to accept an alternate bid deemed adequate without rebidding or waiver of bid.

1.10 Form of Contract:
The form of contract between the City and the successful Bidder will be in the form attached hereto as Exhibit D.

1.11 Freedom of Information Act (FOIA):
The City is required by Public Act 96-542 to comply with freedom of information requests (FOIA) within five (5) business days of a record request. All contractors used by the City may be in possession of records covered by this Act and thereby will be required to provide the City with those records upon request and within the time frame of the Act.

1.12 Bid Review:
The City reserves the right to reject any or all bids, to waive any irregularities or disregard any informality in the bids and bidding, and/or to waive competitive bidding and negotiate with one or more bidders or non-bidders directly when, in its opinion, the best interest of the City will be served by such action. Furthermore, the City reserves the right to award each item to a different Bidder, or all items to a single Bidder unless otherwise noted on the Bid Sheet. The City may determine as follows: 1) an equal or alternative is a satisfactory substitute; 2) an early delivery date is entitled to more consideration than price; 3) an early delivery date is to be disregarded because of the reputation of the Bidder for not meeting delivery dates; 4) a Bidder is not a responsible Bidder; and 5) what exceptions or deviations from written specifications will be accepted.

No bid will be accepted from or contract awarded to any person, firm, or corporation that is in arrears or is in default to the City upon any debt or contract, or that is a defaulter, as surety or otherwise, upon any obligation to the City, or had failed to perform faithfully any previous contract with the City.
Bidders are required, if requested to do so, to affect a demonstration of the item/service being bid if the City feels it has insufficient knowledge of the item/service operations or performance capability. Such demonstration shall be at a site which is most convenient and agreeable to the affected City personnel. If the bid specifications require the submission of samples, such samples shall be submitted to the City at no cost, at or prior to the deadline for submitting bids. All samples become the property of the City upon submission.

1.13 Bid Results:
Following the bid opening and review period, pending contract awards will be posted on the City's Internet website under the https://www.cityofdekalb.com/bids.aspx web page. Bid tabulations posted on-line represent “as read” submittals at time of the bid opening. They do not represent contract award.

1.13.01 Bid Protest:
Firms wishing to protest bids or awards should notify the City Representative in writing within three (3) days after the bid opening. This notification should include the bid number, the name of the firm protesting, and a detailed description as to why the firm is protesting the bid. The City Representative shall respond to said protest within seven (7) calendar days. A successful protest may result in the reversal of a previously awarded bid. If the firm wishes to appeal the determination of the City Representative, it may provide a written notice to the City Manager within two (2) business days of the date of release of the City Representative’s decision; the City Manager shall thereafter review and decide the protest, and the decision of the City Manager shall be final.

1.15 Inspections:
The City shall have the right to inspect any materials, components, equipment, supplies, services, or completed work specified herein. Any of said items not complying with these specifications are subject to rejection at the option of the City. Any items rejected shall be removed from the premises of the City and/or replaced at the entire expense of the successful Bidder.

1.16 Pricing:
For bids involving the sale of materials or supplies, unit prices shall be shown for each unit on which there is a bid and shall be inclusive of all charges necessary to comply with the terms and conditions of this bid (i.e. FOB DeKalb at the specified location). All prices shall be stated in U.S. dollars. Unit prices shall not include any local, state or federal taxes. In the case of a mistake in the extension of price, unit prices shall govern. All prices must be typewritten or written in ink; no erasures are permitted. Mistakes must be crossed out and corrections typewritten or written in ink adjacent thereto and initialed in ink by the party signing the bid.

Section 2: General Supplemental Additional Conditions

2.01 Scope of Work:
The Bidder shall supply all required supervision, skilled labor, transportation, new materials, apparatus, and tools necessary for the entire and proper completion of the Work. The Work is as described on the attached Exhibit F, and may consist of the provision of services, professional services, materials, supplies, equipment, or some combination thereof ("the Work"). The Bidder shall supply, maintain, and remove all equipment for the performance of the work and be responsible for the safe, proper, and lawful activity, maintenance, and use of the same. This work shall be completed to the satisfaction of the City. The Bidder shall provide adequate protection of the job site to protect the general public from any injury as a result of the job. The Bidder shall provide all safeguards and suitable barricades to protect public and adjacent property. The City is not responsible for site safety. The Bidder is solely and exclusively responsible for construction means, methods, technologies, and site safety. The Bidder is responsible for identifying whether the bid proposal involves the provision of labor, materials, professional services, or a combination thereof, and for complying with the appropriate components of these Contract Documents. Where the Work requires the provision of supplies or goods, all such goods shall be new, unused materials, unless the Work expressly indicates that recycled or used materials may be utilized.

2.02 Licensing and Permits:
The successful Bidder and their subcontractor[s] must be licensed with the City and shall obtain all required permits prior to the start of any component of the Work. The City will waive applicable City permit fees for the specific contract.

2.04 Prevailing Wage:
For any work subject to the requirements of the Prevailing Wage Act, 820 ILCS 130/0.01, et. seq., the successful Bidder is required to fully comply with the Act and to provide certified payroll records in compliance with the Act to the City at or before the time of requesting any payment for this project. The failure to comply with Prevailing Wage where required shall subject a bidder to the forfeit of any proceeds otherwise earned; the City will not process payment requests that are not in compliance with the Prevailing Wage Act. Additionally, separate from any other indemnification or Insurance obligation in this Agreement, the successful Bidder shall indemnify, defend (with the City having exclusive choice of legal counsel) and hold harmless the City from any and all claims, demands, liabilities or other expenses in any way relating to the compliance or non-compliance with the Prevailing Wage Act.

2.04.01 Certified Payroll Records:
Certified payroll records shall consist of a complete copy of the following records: a list of all laborers, mechanics and other workers employed to perform work hereunder. The records shall include the following information for each worker: name, address, telephone number, classification or classifications, the hourly wages paid in each pay period, the number of hours worked each day, and the starting and ending times of work each day, along with such other information which may be required by law. The certified payroll shall be accompanied by a statement signed and sworn to by the Contractor which avers that: 1) the certified payroll record is true and accurate; 2) the hourly rate paid to each worker is not less than the general rate of prevailing wage as required by the Act; and, 3)
the Contractor is aware that filing a certified payroll known to be false is a Class B Misdemeanor.

2.05 Toxic Substance:
Prior to delivery of any material which is caustic, corrosive, flammable, or dangerous to handle, the supplier will provide written directions as to methods of handling such products, as well as the antidote or neutralizing material required for its first aid. (Materials Safety Data Sheet). The successful Bidder is responsible for complying with all applicable legal regulations or recommended handling procedures.

2.07 Termination of Contract:
The City reserves the right to terminate in whole or any part of this contract, upon written notice to the Bidder, in the event of any default by the Bidder. Default is defined as failure of the Bidder to perform any of the provisions of this contract in strict accordance with its terms or failure to make sufficient progress so as to endanger performance of this contract in accordance with the City’s expectations for completion or any expressed timeline for the same. In the event of default and termination, the City may procure, upon such terms and in such a manner as the City may deem appropriate, supplies, or services similar to those terminated.

The Bidder shall be liable for any excess costs or replacement costs for such similar supplies or service unless evidence is submitted to the City that, in the sole opinion of the City, clearly proves that failure to perform the contract was due to causes beyond the control and without the fault or negligence of the Bidder.

2.08 Indemnification and Hold Harmless Agreement (Contractual or Other Liability):
The Bidder agrees to indemnify and save harmless the City, including its elected or appointed officials, employees, attorneys and agents (collectively, the “City Indemnitees”) against any and all claims, loss damage, injury, liability, and court costs and attorney’s fees incident thereto, including any claims made by employees of the Bidder or any of their subcontractors, as well as all other persons, resulting directly or indirectly from the work covered by this contract or the equipment used in connection therewith. It is understood that this agreement shall apply to any and all such claims whether resulting from the negligence or the intentional acts of the Bidder, the Bidder’s employees, contractors or subcontractors, the City or City Indemnitees or otherwise, with the single exception of any claim, damage, loss, or expense arising solely out of the intentional misconduct of the City or City Indemnitees. The Bidder is solely responsible for determining the accuracy and validity of any information provided to the Bidder by the City or its representatives. This indemnification shall apply to the fullest extent of the law, and in the event that any provision hereof is determined to be unenforceable, the indemnification obligations shall be severable and the fullest extent of indemnification that may lawfully apply shall remain in full force and effect.

This indemnification shall include any claims arising out of the erection, construction, placement or operation of any scaffold, hoist, crane, stay, ladders, support or other
mechanical contrivance in connection with such work including but not limited to losses, claims, damages and expenses arising pursuant to claims asserted against the City pursuant to theories premised upon Section 414 or Section 343 of the Restatement (Second) of Torts. This indemnification shall not be limited in any way by limitations on the amount or type of damages, compensation, or benefits payable by or for the Contractor under Workers’ Compensation Acts, disability benefit acts, or other employee benefit acts, and serves as an express agreement to waive the protection of Kotecki v. Cyclops Welding Corp, 146 Ill.2d 155 (1991) in Illinois.

2.09 Insurance:
The insurance requirements outlined in these Contract Documents are applicable to any Work involving the performance of any services; these insurance provisions do not apply to any Work that consists solely of the sale of materials to the City without any corresponding labor or service. The Bidder will provide certificates of insurance evidencing the types and limits of insurance contemplated by the Agreement attached hereto as Exhibit E. The certificates of insurance will specifically address each of the requirements noted below. Each insurance company shall be in a form and from an issuer acceptable to the City. The General Liability coverage shall name the City of DeKalb as additional primary named insured, without right of subrogation. All insurance noted below is primary and in no event will be considered contributory to any insurance purchased by the City. All insurance noted below will not be canceled, reduced, or materially changed without providing the City thirty (30) days advance notice, via certified mail. A certificate of insurance shall be provided to the City prior to the time at which activity commences on any portion of the property.

EACH CERTIFICATE OF LIABILITY INSURANCE SHALL REFER TO THE SPECIFIC BID NUMBER AND PROJECT DESCRIPTION IN THE ADDITIONAL INSURED FIELD, AND MUST BE PROVIDED DIRECTLY TO THE CITY REPRESENTATIVE.

Any and all deductibles or other forms of retention are the responsibility of the Bidder. All deductibles or other forms of retention are subject to the approval of the City. Contractor will disclose to the City in writing the amounts of any deductible or self-insured retentions on the insurance required under this contract. All deductibles or self-insured retention shall be the sole responsibility of the Contractor. At the option of the City and at no additional cost to the City, the Contractor shall either: a) the Contractor shall eliminate or reduce the deductibles/retention amounts as it relates to the City or City Indemnitees; or, b) procure a bond or letter of credit guaranteeing the payment of such amounts.

Contractor waives any right of subrogation it may have or later acquire against the City. Additionally, with regard to the Contractor’s obligations to defend, indemnify, insure and hold harmless the City, to the extent of any claim, offset or special defense afforded to the Contractor by virtue of the Illinois Worker’s Compensation Act or any other applicable law or statute, the Contractor acknowledges that its obligation to defend, indemnify, insure and hold harmless the City shall not be limited or abrogated by said claim, offset or defense. Any provision of these specifications requiring the Contractor to defend the City shall be read to include the City having choice of legal counsel, at Contractor’s expense, for
purposes of fulfilling the defense obligation. Any language in these Contract Documents regarding the Contractor's obligation to indemnify the City or to insure the City shall be read jointly, such that a waiver of subrogation or waiver of defense appearing in the Indemnification provisions shall also apply to the Insurance provisions. All such insurance or indemnification provisions shall also be read to require indemnification and insurance to be provided for the benefit of the City and City Indemnitees (as indemnified parties and as additional insureds).

2.09.01 Insurance Rating:
All insurance policies required by this contract shall be underwritten by insurance companies with a minimum A. M. Best rating of B++ or better. In the event that the Contractor or any Subcontractor fails to procure or maintain any insurance required by the Contract Documents, the City may, at its option, purchase such coverage and deduct the cost thereof from any monies due to the Contractor or Subcontractor, or withhold funds in an amount sufficient to protect the City, or terminate this Agreement pursuant to its terms.

2.09.03 Provision of Insurance:
The Bidder shall not commence Work under this contract until the Bidder has obtained all insurance required under this section and such insurance has been approved by the City, nor shall Bidder allow any subcontractor to commence work on their subcontract until the same insurance has been obtained by the subcontractor. The Bidder and their subcontractor(s) shall maintain all insurance required under these Contract Documents for not less than two (2) years after completion of this contract. The City shall not be obligated to review such certificates or other evidence of insurance, or to advise Contractor or Subcontractor of any deficiencies in such documents, and receipt thereof shall not relieve the Contractor or Subcontractor from, nor be deemed a waiver of the right to enforce the terms of the obligations hereunder. The City shall have the right to examine any policy required and evidenced on the Certificate of Insurance.

Additionally, and supplemental to the indemnification outlined above, the successful Bidder shall indemnify, defend and hold harmless the City from any and all claims arising out of the payment or real or alleged failure to pay any subcontractor or materialman.

2.10 Subcontractors:
Use of any subcontractors for performance of any component of this Agreement requires the City’s express, written pre-approval prior to undertaking any services, as contemplated in the terms of these specifications. Additionally, without regard to such pre-approval, any contractor, subcontractor or materialman providing services or materials relating to these specifications shall expressly be required to comply with all of the terms of these specifications. The prime contractor or successful Bidder holding the agreement resulting from these specifications shall be responsible for so confirming, and shall indemnify, defend and hold the City harmless from any failure to comply with these specifications by any subcontractor. Moreover, the failure to perform or default of any subcontractor shall be held and applied against the prime contractor under which the subcontractor is working, as if the prime contractor itself had failed to perform or had defaulted.
2.11 Legal Authority to Bind:
The City shall not be bound by the unauthorized action of any of its agents or representatives. Any bidder and the Contractor is responsible for determining whether any person purporting to act on behalf of or to bind the City has the actual authority to do so, prior to relying upon any such statement or claimed authorization.

2.12 Failure to Execute:
Failure to execute the contract shall, at the option of the City, constitute a breach of the agreement made by acceptance of the bid, and the City shall be entitled to forfeiture of the certified check, bank draft, or Bid Bond accompanying the bid that is required, not as a penalty, but as liquidated damages. In the event of failure of a Bidder to whom an award of contract has been made, to execute the contract and furnish a Performance Bond within five (5) days after notification of award, such award may be nullified and an award may be made to the next lowest responsive and responsible Bidder approved by the City. Any bidder who seeks any modification of the Contract Documents or of the Agreement is required to notify the City of the same by submitting an alternate bid. Any bidder who submits a bid without identifying any changes in the Contract Documents or the Agreement may be bound to the Contract Documents and the Agreement, without revision, at the City's discretion.

2.13 Waiver of Lien:
Where applicable, a Waiver of Lien and Contractor’s Affidavit must be submitted by the Bidder, verifying that all contractors, subcontractors’ materialmen, and material invoices have been paid prior to the City approving payment. Waivers must be in a format acceptable to the City.

Section 3: Invitation for Bid

3.01 Intent:
The intent of these specifications is to solicit sealed bids from reputable contractors who are capable of providing the specified products and services. The use of the words "Contractor" and "Contract" in this document refer to the firm whose services would be engaged upon successful acceptance of a bid and the agreement that would be executed between the City of DeKalb (hereafter City) and the successful firm.

3.02 Scope:
The Scope of this bid shall include completion of the Work as described in the attached Exhibit F.

The bid shall include all aspects associated with the Contractor furnishing products, services, materials, supervision, labor, tools, and equipment necessary to complete the Work as defined herein in a workmanlike and acceptable manner, meeting or exceeding the quality standards as indicated in the specifications. Services performed or products provided shall be performed/provided with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar
conditions. In the event that the Contractor fails to meet the foregoing standard, Contractor shall perform at its own cost, and without reimbursement from the City, the professional services necessary to correct errors and omissions caused by the Contractor’s failure to comply with the above standard and reported to Contractor within one (1) year from the completion of the Contractor’s services for this project and shall indemnify the City from any damages caused as a result thereof.

In the execution of the Work herein provided for there may be interference with and/or damage to trees, shrubbery, crops, fences, railroad tracks, overhead structures, underground structures, water mains, drains, service connections, wires, pipes, conduits or other structures or items located along, adjacent to and/or crossing the locations of the Work, and that it may be necessary to relocate or reconstruct certain of such structures, improvements and installations and/or to make repairs to the same by reasons of doing the Work herein provided for, and it is particularly and specifically agreed that the Contractor shall do the Work necessary for such relocation, reconstruction and repair and shall bear and pay all of the cost and expense of such relocation, reconstruction and/or repair of and all damage done to all such items or adjacent properties existing at the date of execution of the contract or at the time of the Work which may be interfered with, damaged, and/or relocated, reconstructed, replaced or repaired in the performance of the Work, including the restoration and resurfacing of public streets and alleys, rights of way, easements and private property damaged or disturbed by the work, the same to be restored to as good condition as existed at the time of commencement of the Work. In the case of any City or publicly owned property damaged by the Contractor, the Contractor shall restore or replace the same subject to any conditions that the City may impose; the Contractor should inquire regarding restoration standards prior to bidding on the project unless it is willing to accept any directives from the City in this regard. The Contractor shall indemnify and hold harmless the City and City Indemnitees from any claims of third parties arising out of damage caused by the Contractor in the performance of the Work.

The successful Contractor shall execute a contract in the form attached hereto as Exhibit D within five days of the date of notification that it is the successful Contractor. Failure to execute the Agreement shall constitute grounds for the City to retain the bid security of the Contractor as liquidated damages, and to annul the award of the bid to the Contractor (and to either rebid the Work to contract with another bidder).

3.03 Qualifications:

The Contractor shall be fully licensed to work in the City, and in the State of Illinois. The Contractor shall submit sufficient evidence of the Contractor’s and the Contractor’s subcontractors, if any, qualifications and abilities to complete the Contract, including references from similar relationships that are ongoing or recently completed. Subcontractors must also be licensed with the City.

Although price is a major consideration, product quality, references, service, delivery time and past experience, if applicable, will also be considered. No bid will be considered unless the Contractor shall furnish evidence satisfactory to the City that it has the necessary facilities, abilities, experience, equipment and financial and physical resources available to
fulfill the conditions of the contract and execute the Work should the contract be awarded to it. Bid documents which are not responsive to the requirements herein may not be considered by the City for an award of the contract. The contract will be awarded to the lowest responsible bidder. In determining the responsibility of the bidder, the City may take into account other factors in addition to financial responsibility, such as past records of its or other entities transactions with the Contractor, experience, ability to work cooperatively with the City and its staff, adequacy of equipment, ability to complete performance within necessary time limits, and other pertinent considerations such as, but not limited to, reliability, reputation, competency, skill, experience, efficiency, facilities and resources. The contract will be awarded in the City’s best interests based on these and other legally-allowable considerations. The City and its representatives and agents may make any investigations deemed necessary to determine the ability of the bidder to perform the Work. The Contractor shall furnish any information and data requested by the City for this purpose.

3.04 Contract Management:
This Contract will be under the administration of the City Representative. Detailed daily supervision of the Contract shall be provided by the City Representative or by his or her authorized delegate(s). Any alterations or modifications of the work performed under the Contract shall be made only by written agreement between the Contractor and the City Manager or City Council, and shall be made prior to commencement of the altered or modified work. No claims for any extra work or materials shall be allowed unless preceded by written agreement.

3.05 Protection of Public and Private Property:
The Contractor shall exercise all necessary caution to protect pedestrian traffic from injury and to protect all public and private property from damage caused by the Contractor’s operations. Any practice obviously hazardous in the opinion of the City Representative or site representatives shall be immediately discontinued by the Contractor upon receipt of either written or oral notice to discontinue such practice. The City has the right to immediately stop any operation deemed unsafe. The Contractor shall comply with all OSHA and other federal, state, and municipal safety standards and policies. The Contractor shall provide copies of OSHA logs upon request.

3.06 Concurrent Operations:
The proposed Contract is a nonexclusive agreement with the City. The City reserves the right to use other Contractors or its own employees to perform work similar to that being performed under the terms of the Contract. Performance of work by others shall be construed as being consistent with the terms of the Contract and shall not be cause for the Contractor to cease performance of work as directed.

3.07 Licenses and Permits:
The Contractor shall, at their expense, procure all necessary licenses and permits needed to conduct the work required under the terms of this Contract. The City shall waive the cost of all required City licenses, fees, and permits, with the exception of those licenses and fees associated with securing a business license to conduct business within the City.
3.08  Severability:
If any portion of this Contract is found to be unenforceable by a competent court of law
having jurisdiction, the remaining portions of the Contract shall remain in full force and
effect.

3.09  Accidents:
In the event of accidents of any kind, the Contractor shall immediately notify the City
Supervisor and Police Department to secure a police report for insurance purposes, and
shall provide a full accounting of all details of the accident. The Contractor shall furnish the
City's Legal Department with copies of all reports of such accidents at the same time that
the reports are forwarded to any other interested parties. The Contractor shall cooperate
fully with any investigation of an accident which occurs on City property or within City
buildings.

3.10  Sexual Harassment:
The City will not tolerate any act of sexual harassment by Contractors and their employees.
Violation of this policy will be considered grounds for terminating either the Contract or
the Contractor's employee from work on this Contract.

3.11  Blood borne Pathogens Exposure Control Plan:
The Occupational Safety and Health Administration (OSHA) in 29 CFR Part 1910.1030
require the City and its contractors to develop a written exposure control plan for blood
borne pathogens for their employees. Prior to execution of this agreement, the successful
Contractor shall supply the City with a copy of their Blood Borne Pathogens Exposure
Control Plan, which shall be subject to the review of and approval by the City as a condition
of the contract. The successful Contractor shall also identify any other applicable
regulations relating to the performance of its obligations and shall comply with such
obligations (and submit a written plan to the City if required under the applicable
regulations). This plan shall include engineering controls, work practices, personal
protective equipment, employee training, and recordkeeping procedures for all employees
who could be exposed to blood borne pathogens. Each Contractor shall be responsible for
identifying covered employees, developing an exposure control plan, training employees,
identifying and providing Personal Protective Equipment, and developing recordkeeping
measures. Education and training records must be kept by the Contractor, to include: name
of employee, date(s) of training, and employee job title. The plan(s) shall be available to
the City upon request. Contractor's employees shall assume that all human blood and body
fluids containing human blood are infected with blood borne pathogens and shall follow
the guidelines established by the Contractor.

3.12  Term of Contract:
The initial term of this Contract shall run 36 months from the date the landlord signs
agreement subject, however, to the right of the City to cancel and terminate the same at
any time by giving a thirty (30) day notice in writing to the Contractor. In the event of such
cancellation, the Contractor shall be entitled to receive payment for services and work
performed, and materials, supplies and equipment furnished under the terms of the
Contract prior to the effective date of such cancellation, but will not be entitled to receive any damages on account of such or any further payment whatsoever.

The following provisions apply only if checked:
☑ Other: The term of the agreement shall be 36-months.

3.13 References:
Bidders shall provide a list of not less than five (5) current customers with their bid submittal, said information to include name and address of the firm, and contact names with their daytime phone number, that can speak to the quality of services provided by the Contractor, and the addresses of facilities maintained by the prospective firm. In the event Contractor proposes to utilize Subcontractors, five (5) references shall be provided for each Subcontractor as well.

3.14 Special and Unforeseen Work:
Due to the generalized nature of the work under this Contract, instances may occur where the City desires to have additional materials or services provided outside the original intent of this Contract. Payment for these services shall be made based on a bid price per man-hour for the performance of the additional work as bid on the Bid Sheet. Requests for additional work shall be authorized in writing only through the Director or designee.

Contractor shall make no claim against the City and no claim shall be allowed for any damages which may arise out of any delay caused by the City or City Indemnitees. Contractor’s sole remedy for a City-caused delay shall be a day-for-day extension of time to complete the Contract.

3.15 Exceptions:
Any exceptions to the specifications are to be noted on the Detail Exceptions Sheet and included with the bid at the time of submittal.

3.16 Communications:
The Contractor shall set up a communication process that will enable City representatives to contact appropriate representatives from the Contractor twenty-four (24) hour a day, seven (7) days a week. The Contractor shall provide each Supervisor with a cellular phone, at the Contractor’s expense, for communicating with the City officials. The Contractor and the City shall jointly establish a written message system whereby notice may be given by the City to the Contractor indicating problems, complaints, and other Contract discrepancies. The system shall include a method by which the Contractor shall formally respond to these requests and notices.

3.17 Security and Access:
The Contractor may be working in several areas which are under secured access and other areas which will be generally open to the public during reasonable hours for meetings and other uses. All secured areas shall be maintained in a secured condition and these areas shall be locked immediately upon completing the required work. All areas shall be secured when the Contractor has completed their daily operations.
Access cards or keys will be furnished to the Contractor for designated staff to use while in performance of the awarded contract. The access cards or keys will be issued from and shall be returned to a designated City employee at the completion of the contract. The Contractor’s representative shall sign for each access card or key set received and a log shall be maintained by the City. The City Representative may establish additional restrictions relative to any access cards or key sets.

3.19 Handling of Waste:
The Contractor shall ensure that their personnel properly dispose of waste and recyclables. This shall include recyclable goods and bio-hazards, in accordance with the plans and procedures approved by the City. Under no circumstances shall the contractor dispose of recyclable materials in the trash.

3.20 Work Crew Supervision:
The Contractor shall provide qualified Supervisors to supervise each crew engaged in work under the Contract. The Supervisor shall be authorized by the Contractor to accept and act upon all directives issued by the City Representative. Failure of a Supervisor to act on said directives shall be sufficient cause for the City to give notice that the Contractor is in default of the Contract unless such directives would create potential personal injury or safety hazards or such directives are contrary to the intent of these specifications.

The Supervisors shall be responsible for the instruction and training of personnel in the proper work methods and procedures. The Supervisors will schedule and coordinate all services and functions as required by the Contract and as specified in the task schedules.

Each Supervisor is required to check and verify Contract compliance before work crews leave each day. The Supervisor shall inform the City Representative of any item(s) which require additional follow-up to fully meet the Contract requirements. Written reports shall be submitted to the City Representative on such basis as the City Representative shall require, but not more frequently than daily.

The Supervisors shall be physically fit, fluent in both written and spoken conversational English, self-motivated, and capable of working without direct supervision.

Section 4: Materials and Equipment

4.01 City to Furnish:
In support of this Contract, the City will supply the Contractor with any items listed on the description of Work. No other items shall be supplied by the City, without the City’s express, written consent.

4.02 Contractor to Furnish:
The Contractor shall provide, at his/her expense and at no additional cost to the City, all other equipment and supplies required to support the work activities as specified, with the exception of those items being provided by the City as itemized herein.

The Contractor shall make available to the City samples of the supplies they propose to use to enable the City to assess product quality and safety. If for any reason the City objects to the use of a given product, the Contractor shall discontinue use and find a substitute that is acceptable to the City. Quality assessment shall be at the sole judgment of the City, whose decision shall be final.

All products supplied and used under this Contract shall be new and within product expiration dates. Expired products will not be used. They must meet all applicable federal, state, and local standards for product safety. Products and containers shall be properly labeled to meet all applicable standards and regulations regarding safety, toxicity, and other standards. Material Safety Data Sheets (MSDS) shall be supplied as required for all affected products at all sites, and the Contractor is responsible to keep all MSDS books current.

4.03 Standards and Workmanship:
It is the intent of these specifications for the Contractor to provide a high level of service. The following statements indicate the general standards and workmanship to be furnished under this Contract. More detailed standards and specifications are provided later in these specifications.

4.03.01 Restrictive or Ambiguous Specifications:
It is the responsibility of the bidding firm to review the invitation to bid specifications and to notify the City Representative if the specifications are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the specifications or invitation to bid procedures must be received by the City not later than at the pre-bid meeting. In the event a contract term is not defined within the contract document, the term will be given its ordinary dictionary meaning.

Section: 5: Performance and Payment

5.01 Disputes:
The Contractor will be expected to faithfully perform all work as set forth in these specifications. If the Contractor fails to faithfully perform in accordance with the specifications or if a dispute arises as to the quality and/or quantity of work completed, the City Representative reserves the right to withhold authorization for payment of completed work until such time that performance has been improved or the dispute resolved. In those instances, when a dispute cannot be resolved between the Contractor and the City Representative, the dispute shall be resolved by the City Manager whose decision shall be final.
**Exhibit A: Detailed Cost Sheet**

*Note:* The total extended cost must be transferred to the *Bid Sheet*. Failure of the Bidder to complete the *Detailed Cost Sheet* OR transfer the extended total cost to the *Bid Sheet* may be cause for rejection of the bid submittal.

Please provide your price per acre for approximately 356.89 acres. $150.00 per acre for the duration of the agreement.

Please provide your annual price for the use of for two (2) grain bins with a bushel capacity of 30,000 bushels located at 3331 Pleasant Street, DeKalb Illinois. $3,875.00 for both grain bins.
Exhibit B: Bid Sheet

Note: The Bidder must complete all portions of the Bid Sheet.

The undersigned, having examined the specifications and all conditions affecting the specified project, offer to furnish all services, labor, and incidentals specified for the price below.

The undersigned Bidder certifies that they are not barred from bidding on this contract as a result of a conviction for the violation of state laws prohibiting bid rigging or bid rotating, (720ILCS 5/33E-1, et seq.) and is not delinquent in any taxes to the Illinois Department of Revenue. (65ILCS 5/11-42.1-1)

It is understood that the City reserves the right to reject any and all bids and to waive any irregularities and that the prices contained herein will remain valid for a period of not less than sixty (60) days.

I (We) propose to complete the following project as more fully described in the specifications for the following:

Bidding Company Name: OLD ELM FARMS, LLC

☒ Our firm has not altered any of the written text within this document. Only those areas requiring input by the respondent have been changed or completed.

<table>
<thead>
<tr>
<th>If it is the Contractor’s intention to utilize a subcontractor(s) to fulfill the requirements of this contract, the City must be advised of the subcontractor’s company name, address, telephone and fax numbers, and a contact person’s name at the time of bid submittal.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Will you be utilizing a subcontractor?</td>
</tr>
<tr>
<td>If yes, have you included all required information with your bid submittal?</td>
</tr>
<tr>
<td>Are your subcontractors registered to do business with the City?</td>
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</table>

- OR-

INDEMNIFICATION: The Bidder hereby agrees to protect, defend, indemnify, and save harmless the City against loss, damage, or expense from any suit, claim, demand, judgment, cause of action, or shortage initiated by any person whatsoever, arising or alleged to have arisen out of work described herein, except that in no instance shall the Bidder be held responsible for any liability, claim, demand, or cause of action attributable solely to the intentional misconduct of the City. The Bidder agrees to indemnify, defend, insure and hold harmless the City in compliance with the most stringent language in this bid package.

I hereby certify that the item(s) proposed is/are in accordance with the specifications as noted and that the prices quoted are not subject to change; and that the Company
submitting this bid complies with the Bidder Certifications included in the Form of Agreement attached as Exhibit D.

**TOTAL PRICE:** The Bidder hereby affirms and states that the prices quoted herein constitute the total cost to the City for all work involved in the respective items and that this cost also includes all insurance, royalties, transportation charges, use of all tools and equipment, superintendence, overhead expenses, all profits and all other work, services and conditions, necessarily involved in the work to be done and materials to be furnished in accordance with the requirements of the Contract Documents considered severally and collectively.

**OLD ELM FARMS, LLC**
Bidder's Firm Name

**Street Address**

**Sycamore, IL 60178**
City State Zip Code

**815-239-6965**
Phone Number

**1/23/2019**
Date

**Signed Name and Title**

**Stephen Ward, Partner**

**Print Name and Title**

**Stephen Ward, Partner**

**E-mail Address**

**DaytonFarms26mail.com**

**Fax Number**

**815-899-8314**
**Exhibit C: Detailed Exceptions Sheet**

**Exceptions:** Any exception to any term of this document or to the Agreement must be clearly noted on the *Detail Exceptions Sheet(s)*. Failure to do so may be reason for rejection of the bid. It is not our intention to prohibit any potential Bidder from bidding by virtue of the specifications, but to describe the material(s) and service(s) actually required. The City reserves the right to accept or reject any or all exceptions.

**Detail Exceptions Sheet must be enclosed with Bid Sheet. Attach additional pages if necessary.**

Bidder’s exceptions are:

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<th>SECTION NUMBER</th>
<th>EXCEPTION TITLE</th>
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</thead>
<tbody>
<tr>
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</tr>
</tbody>
</table>
Exhibit D: Proposed Land Lease Agreement

Farm Lease Agreement

TENANT'S INVESTMENT AND EXPENSES.

The Tenant agrees to furnish the Property and to pay the items of expenses described below:

A. All machinery, equipment, fuel and labor necessary to operate the Property.

B. All ad valorem property taxes or assessments of any nature on the Property.

C. All operating expenses or the portion of expenses not furnished or paid by the Landlord as provided in this lease.

D. Insurance. Tenant covenants and agrees prior to any use or occupancy of the Property and at Tenant's sole cost and expense to maintain in full force and effect at all times during the term of this lease, workmen's compensation insurance with statutory limits of coverage and general liability insurance naming Landlord as an additional primary and non-contributory named insured with waiver of subrogation and with limits not less than One Million ($1,000,000) for personal injury, including bodily injury and death, property damage, and with coverage for pollution, crop spraying, overspray and drift. Tenant shall provide Landlord with a copy of the declaration pages of all such insurance policies. Such insurance policies shall be issued by an insurance company approved by Landlord and in a form acceptable to Landlord and shall be subject to modification or cancellation only upon written notice delivered by certified mail to Landlord not less than thirty (30) days in advance of any such proposed modification or cancellation.

TENANT'S DUTIES IN OPERATING PROPERTY.

In addition to the agreements covered by the foregoing provisions of this lease, the Tenant further agrees that he will perform and carry out the stipulations represented in the following clauses:

A. To faithfully cultivate the Property in a timely, thorough and businesslike manner.

B. Not assign this lease to any person or persons or sublet any part of the Property without the written consent of the Landlord.

C. To take proper care of all trees, vines and shrubs, and to prevent injury to the same.

D. Not to cut live trees except by permission of the Landlord.
E. Not to allow noxious weeds to go to seed on said Property, but to destroy the same and to cut and maintain the sprouts, brush, weeds and grass up to the roads adjoining the land as often as needed each year.

F. Not to burn cornstalks, straw, or other crop residues grown upon the Property except by permission of the Landlord, but to leave or spread all such material upon the land, and in no case to remove from the Property any such material without the consent of the Landlord.

G. To investigate and repair any broken tile and keep outlets open. Tenant shall not operate tillage equipment through grass waterways, or other low places that will permit open ditches eroding across fields.

H. To prevent all unnecessary waste, or loss, or damage to the Property of the Landlord.

I. The Tenant agrees to have fields clear of any post-harvest crop residue on or before November 15th of each year of this lease or as agreed upon. Tenant also agrees to follow such crop rotation, tillage practices, fertilizer programs, conservation measures and arrangements as instructed by Landlord or in accordance with standard farming practices. Tenant shall till contracted fields prior to the lease expiring.

J. To keep the Property neat and orderly.

K. The buildings, fences and other improvements on the property are to be kept in same condition as identified during initial walkthrough/inspection by the COD and leasee. A final walkthrough/inspection will be performed at the termination of the lease to reconcile damages at the expense of the leasee.

L. To preserve established watercourses or ditches, and refrain from any operation that will injure them.

M. To haul and spread all manure on appropriate fields at times and in quantities consistent with environmental protection requirements.

N. Follow the farming practices that are generally recommended for and that are best adapted to this type of Property and for this locality unless other practices are agreed upon such as participants of USDA farm and subsidy programs.

MANAGEMENT AND BUSINESS PROCEDURES.

The Landlord and Tenant agree that they will observe the following provisions:

A. Except when mutually decided otherwise, the land use and cropping system shall be approximately as follows: All tillable cropland as hereby rented to Tenant.
B. The fertilizer and limestone program shall be nitrogen, phosphorus and potash applied annually to produce corn or soybeans and maintain the fertility of the soil, for which the Tenant shall provide records and receipts of all applications, to the Landlord or his Agent, if requested. Soil testing and ag lime costs are all Tenant's expense. Agronomic rates will be based on the soil testing and documentation will be provided when asked for. Tenant shall soil test at least once during the term of lease and shall apply lime or such other nutrients required to restore the land to recommended nutrient rates based upon the results of such soil testing.

DEFAULT, COMPENSATION FOR DAMAGE, METHOD OF SETTLEMENT, RIGHT OF ENTRY.

A. Tenant is not to erect or permit to be erected upon said Property, any structure, building, fence or sign of any kind whatsoever, except by the written consent of the Landlord, nor to purchase any materials or incur any expenses for the account of the Landlord without its approval and will not make a claim for labor at any time unless Landlord has given written permission at a previous date.

B. Nothing in this lease shall confer upon the Tenant any right to minerals underlying said land or any part thereof, but the same are hereby expressly reserved by the Landlord together with the full right and liberty to them, to enter upon the Property and to bore, search and excavate for same, to work and remove the same, and to deposit excavated rubbish, and with full liberty to pass over said Property with vehicles and lay down and work any such railroad track or tracks, tanks, pipe lines, powers and structures as may be necessary or convenient for the above purpose. Said Landlord, however, agrees to deduct from the annual rent, pro-rata, for the land so taken by him or his assigns for said uses when the rental of such land is cash, and to reimburse the said Tenant for any actual damage he may suffer for crops destroyed where such land is on grain rent and to release Tenant from obligation to continue farming this Property when development of resources interferes materially with Tenant's ability to make a satisfactory return.

C. Landlord shall in no way be liable in damages for failure of water supply or for any damage by the elements or otherwise, to any of the improvements, nor for any loss or damage while improvements are under construction or repair, nor for any failure to repair or alter or replace any buildings or improvement.

D. Tenant takes possession of the Property subject to the hazards of operating a farm and assumes all risk of accidents to himself, his family, employees, agents, representatives, contractors or assigns in pursuance of his farming operations, or in performing repairs to the buildings, fences and other improvements, or accidents and injuries arising out of the use of farm equipment and machines.

E. Right of Entry. The Landlord or his Agent shall be entitled to free access to the Property at all times and may make any repairs and improvements thereon. If this lease is terminated, the Landlord or his Agent shall be entitled to fall till, fertilize or
otherwise prepare the ground and plant in proper season for the following year’s crops.

G. If the Tenant shall, from any cause, fail to comply with any of Tenant’s obligations herein, the Landlord may at any time when such failure occurs after giving five days’ written notice of its intention to do so: (1) terminate this lease; or (2) terminate Tenant’s right to possession under this lease and take possession of said Property and buildings thereon which the Tenant agrees to surrender without said possession terminating this lease and Tenant’s obligation to pay rent hereunder, and employ other persons to tend said crop and perform all the agreements of the Tenant as herein contained as fully as the same are contemplated in this agreement and after deducting all monies advanced, or monies or crops due for the rent and the expense of attending such crop as aforesaid, to pay the residue, if any, to the Tenant. If the Tenant shall fail to pay the cash rent, or shall fail to keep any of the agreements of this lease, all costs and attorney’s fees of the Landlord in enforcing collection or performance, shall be added to and become a part of the obligations payable by the Tenant hereunder.

H. Yielding Possession. The Tenant agrees that at the expiration of the term of this lease, he will yield up possession of the Property to the Landlord without further demand or notice, in as good order and condition as when same were entered upon by the Tenant, loss by fire or tornado, and ordinary wear excepted. The Tenant shall pay to the Landlord a reasonable compensation for any damage to the Property above the aforementioned exceptions.

I. The Tenant shall be responsible for all employer obligations on hired labor with respect to safety requirements, social security and workers compensation contributions, and the Landlord shall have no responsibilities therefore.

ENVIRONMENTAL CONCERN

A. The Tenant is to use prudence and care in transporting, storing, handling and applying all fertilizers, pesticides, herbicides, and other chemicals and similar substances, and to read and follow instructions on the labels for the use of such materials in order to avoid injury or damages to persons or property or both on the Property and adjoining areas.

B. Any chemicals for weed or insect control or other use, when used, should be applied at levels not to exceed the manufacturer’s recommendation for the soil types involved. The Tenant agrees to provide the Landlord annually, a written report indicating the product name, amount, date of application and location of application of all pesticides and fertilizers used on the Property.

C. No chemicals will be stored on the Property. When chemicals or petroleum products are on the Property, they will be only those planned to be used on the
Property, and they will be in closed, tight containers above ground and clearly marked. No chemicals or chemical containers will be disposed of on the Property.

D. Both Landlord and Tenant affirm the goals of minimizing soil erosion losses and preserving the productivity of the land in ways that are consonant with their needs and desires for acceptable current returns to their individual inputs on the Property.

E. Environmental Indemnity.

(a) Tenant hereby agrees to defend, protect, indemnify and hold harmless Landlord, Landlord’s affiliates, directors, officers, agents and employees, and Landlord’s participants, successors and assigns (hereinafter, collectively the "Indemnified Parties"), from and against, and shall reimburse the Indemnified Parties for, any and all actual out-of-pocket costs (including, without limitation, attorneys’ fees, consultants’ fees, laboratory costs, expenses and court costs), expense or loss arising from any claim, liability, demands, damage, injunctive relief, claims of lien, liens, settlements, legal and administrative proceedings, injury to person, property or natural resources, fine, penalty, action, cause of action and obligations and liabilities of any kind or nature whatsoever (collectively, "Costs and Liabilities"), incurred by or asserted against any Indemnified Party and arising directly or indirectly, in whole or in part, out of the release, discharge, deposit or presence, or alleged or suspected release, discharge, deposit or presence of any Hazardous Materials at, on, within, under, about or from the Property, or in or adjacent to any part of the Property, or in the soil, groundwater or soil vapor on or under the Property, or elsewhere in connection with the transportation of Hazardous Materials to or from the Property in violation of any Hazardous Materials Laws, whether or not known to Tenant or Indemnified Parties, whether foreseeable or unforeseeable, regardless of the source of such release, discharge, deposit or presence, regardless of when such release, discharge, deposit or presence occurred or is discovered. Without limiting the generality of the foregoing indemnity, such Costs and Liabilities shall include, without limitation, all actual out-of-pocket costs incurred by Indemnified Parties in connection with (i) determining whether the Property is in compliance or the amount of money required to remediate any environmental contamination, and causing the Property to be or become in compliance, with all applicable Hazardous Materials Laws, (ii) any investigation, clean up, removal or remediation of any kind and disposal of any Hazardous Materials present in the soil, groundwater, or at, on, under or within the Property, released from the Property, or which migrate, flow, or percolate onto, under or within any facility or property with respect to which Tenant or Landlord otherwise would have any liability or are otherwise present due to the
act of a third party, to the extent required by applicable Hazardous Materials Laws in effect at the time of such investigation, clean up, removal, remediation or disposal, and (iii) repair of any damage to the Property or any other property caused by any investigation, clean up, removal, remediation or disposal.

(b) Upon demand by any Indemnified Party, Tenant shall defend any investigation, action or proceeding in connection with any claim or liability, or alleged claim or liability, that would, if determined adversely to such Indemnified Party, be covered by the foregoing indemnification provisions, such defense to be at Tenant's sole cost and expense and by counsel chosen by such Indemnified Party, which counsel may, without limiting the rights of an Indemnified Party pursuant to the next succeeding sentence of this Section 5(b), also represent Tenant in such investigation, action or proceeding.

(c) As used herein, the term "Hazardous Materials" means and includes any flammable, explosive, or radioactive materials or hazardous, toxic or dangerous wastes, substances or related materials or any other chemicals, materials or substances, exposure to which is prohibited, limited or regulated by any federal, state, county, regional or local authority or which, even if not so regulated, may or could pose a hazard to the health and safety of the occupants of the Property or of property adjacent to the Property, including, but not limited to, asbestos, PCBs, petroleum products and byproducts, substances defined or listed as "hazardous substances" or "toxic substances" or similarly identified in, pursuant to, or for purposes of, the Comprehensive Environmental Response, Compensation, and Liability Act, as amended (42 U.S.C. Section 9601, et seq.), the Hazardous Materials Transportation Act (49 U.S.C. Section 1801, et seq.), the Resource Conservation and Recovery Act (42 U.S.C. Section 6901, et seq.), and any so-called "Superfund" or "Superlien" law, or any other federal, state or local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance or material, or any substances or mixture regulated under the Toxic Substance Control Act of 1976, as now or hereafter amended (15 U.S.C. Section 2601, et seq.); and any "toxic pollutant" under the Clean Water Act, as now or hereafter amended (33 U.S.C. Section 1251, et seq.); and any hazardous air pollutant under the Clean Air Act, as now or hereafter amended (42 U.S.C. Section 7901, et seq.). The term "Hazardous Materials Laws" means any federal, state or local law, code, statute, ordinance, rule, regulation, rule of common law or guideline relating to Hazardous Materials now or hereafter enacted or promulgated (collectively, and including, without limitation, any such laws which require notice of the use, presence,
storage, generation, disposal or release of any Hazardous Materials to be provided to any party).

(d) This Environmental Indemnity provision shall survive the termination of this Lease.

ADDITIONAL

A. Tenant shall attend a mandatory safety and security meeting provided by Landlord prior to operating on the Property.

B. Dumping fill, spreading septic, sewage material, sludge or sludge lime, waste treatment, or non-agricultural material is prohibited.

C. No hunting rights or privileges are granted for the Property and Tenant shall not allow any hunting to take place thereon.

D. Tenant will timely certify the acreages planted of each crop at the Farm Service office and provide copies to landlord.

E. Landlord may, from time to time, remove some portion of the Property from Tenant's use under this lease, without penalty to Landlord except for the payment of crop damage as detailed below. In the event of the Landlord selling, changing the land use, altering the Property or otherwise removing a portion of the Property from the use of Tenant, the Tenant will be given notice to remove the growing crop, if possible. Additional land may be excluded from this lease by Landlord before planting a new crop. Any annual rent collected to date then to be refunded to Tenant. The Landlord will compensate the Tenant for crop damage during the growing season resulting from borings or other activities before planting, amount not to exceed the per acre bid price; after the crop is planted and before July 15, not to exceed $400.00 per acre; on and after July 15th until harvest season, not to exceed $475.00 per acre with Landlord keeping the rent in all cases after planting.

F. The failure of Landlord on one or more occasions to enforce any one of the provisions of this Lease Agreement or to exercise any right, remedy or privilege hereunder shall not be construed as a waiver of any subsequent breach or default of a similar nature or as a waiver of any such provision, right, remedy or privilege.

G. This Lease Agreement and its interpretation and application shall be governed by the internal laws of the State of Illinois without giving effect to conflicts of laws principles. Venue for any action concerning the enforcement of this Lease Agreement shall be proper only in the Twenty-Third Judicial Circuit Court, DeKalb County, Illinois.
Unless otherwise noted, all services, materials, labor, knowledge, skill, expertise, or other resources required to lawfully complete the Project in accordance with all applicable regulations and these Contract Documents shall be provided exclusively by Contractor.

Agreed to this __________ day of _____, 20__.

City of DeKalb

__________________________
City Mayor/Manager

__________________________
City Clerk

Contractor
Exhibit E: Fee Schedule
Exhibit F: Description of “the Work”

This project consists of the provision of the following Work:

The City of DeKalb seeks sealed bids for the use of two (2) 30,000- bushel capacity grain bins and approximately 356.89 acres of farming land at the DeKalb Taylor Municipal Airport for a period not to exceed 36-months.

Land is to be used for agricultural purposes only (soybean or corn crops during the period of March 1, 2019 – February 28, 2022). The parcels listed below are located in the County of DeKalb and State of Illinois. A map is attached.

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Total Acreage 356.89
Farmland at DeKalb-Taylor Municipal Airport
## Exhibit C: Project Checklist

<table>
<thead>
<tr>
<th>Item</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>Attended Pre-Bid Meeting</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Timely Submitted Bid</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bid Sealed and Properly Labeled</td>
<td></td>
<td></td>
</tr>
<tr>
<td>All Pages Submitted</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bid Bond Required?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bid Bond Submitted</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Date of Bid Opening</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Date of Bid Award</td>
<td></td>
<td></td>
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<tr>
<td>Selected Bidder</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Date of Bidder Notification</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Selected Bidder Acknowledged Bid Award (Date: ________________)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Subcontractors identified and authorized</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Contract Signature:</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bidder Provided Signed Contract within 5 days</td>
<td></td>
<td></td>
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<tr>
<td><strong>Pre-Performance Items:</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Performance Security Required?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Performance Security Provided (prior to start of work)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Certificates of Insurance Provided (prior to start of work)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Pre-Performance/Pre-Delivery Meeting Conducted</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Pre-Payment Items:</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Lien Waivers Received</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Prevailing Wage Records Received</td>
<td></td>
<td></td>
</tr>
<tr>
<td>City Punchlist Approval Received</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Warranty, Retention or Maintenance Bond Required?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Warranty, Retention or Maintenance Bond Received</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Warranty, Retention or Maintenance Bond Period Close Reminder Docketed</td>
<td></td>
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</tbody>
</table>

**Warranty/Retention/Maintenance Bond Instructions:**

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1 It is recommended to docket a reminder for this deadline at least 60 days prior to the deadline.
Exhibit H: Subcontractor Listing

Any subcontractors that are proposed to be utilized in the performance of this Agreement, either as subcontractors or materialmen, shall be expressly identified below. Attach additional pages if necessary.

#1:
Subcontractor or Materialman Name: CHS Elburn
Address: P.O. Box 189 Sycamore, IL 60178
Telephone Number: 815-893-8964
Email Address: Brad.Fabrizius@chsinc.com
Primary Contact Person: Brad Fabrizius
Primary Contact Cellular Telephone: 1-630-333-8575
Attach a List of Five References for Subcontractor (See Section 3.13):
Detailed description of services to be offered by this Subcontractor or Materialman:

- Lime Spreading
- Fertilizer Spreading
- Chemical Application
- Soil Testing
- Crop Scouting
- Fungicide Application

#2:
Subcontractor or Materialman Name: Helena Chemical
Address: 251 181 County Line Rd, Maple Park, IL 60151
Telephone Number: 815-693-3920
Email Address: Junc15@helenachemical.com
Primary Contact Person: Jake Juncles
Primary Contact Cellular Telephone: 1-815-693-3920
Attach a List of Five References for Subcontractor (See Section 3.13):
Detailed description of services to be offered by this Subcontractor or Materialman:

- Lime Spreading
- Fertilizer Spreading
- Chemical Application
- Fungicide Application
- Soil Testing
- Crop Scouting
**Exhibit I: City Punchlist and Acceptance Notice**

Prior to final payment for project, this document shall be completed to identify: 1) any punchlist or corrective items identified that must be completed prior to final payment; and, 2) completion of all such items and approval, by the City Representative, of this project for final payment.

**Punchlist items for correction:**

<table>
<thead>
<tr>
<th>Item Description</th>
<th>Date Corrected and Approved by City Representative</th>
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<tbody>
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</table>

**Date of Punchlist Item Completion and Project Completion:**
(Notice: the following day shall serve as the first day of the warranty period for this project).

**City Representative Certification:**

I, __________________________ (City Representative) have reviewed this project and determined that the Work, as defined therein, has been completed in accordance with the requirements of the Contract Documents, that as of the date of this Certification, all identified punchlist items have been satisfied and corrected to my satisfaction, and that this project is otherwise ready for final payout.

________________________
Signature

________________________
Date
Contractor Certification:

I, ___________________ (Contractor's Representative) have reviewed this project and determined that the Work, as defined therein, has been completed in accordance with the requirements of the Contract Documents, that as of the date of this Certification, all identified punchlist items have been satisfied and corrected to the City's satisfaction, and that this project is otherwise ready for final payout.

__________________________    ____________
Signature                      Date
Exhibit I: Form of Bid Addendum

Bid Addendum:

Name of Project: ____________________________

General Description of Project:

________________________________________

________________________________________

Website Link: ____________________________

Date of Addendum: ________________

Description:
Old Elm Farms References

1. CHS Elburn, Brad Frabrizius 1-630-333-8575
2. Helena Chemical, Jake Jungles 1-815-693-3820
3. Heartland Bank, Cathy Elston 1-815-751-5979
4. Johnson Tractor, Barry or Jeff in Service 1-800-262-1680
5. R-Equipment, Colby 1-608-574-4850

CHS Elburn

Can not speak for their references, except that they do business with several hundred farmers in the Dekalb County area.

Helena Chemical at Troxel

Can not speak for their references, except that they also do business with several hundred farmers in the Dekalb County area.
Old Elm Farms is willing to work with the city on removal of trees in the fence lines if so is needed. This can be addressed on a per needed basis. We will also be looking to pick up rocks out of the fields and place where the city wants them at the airport. This will help the fields and save on wear and tear on equipment. We are also open to discuss any equipment borrowing/renting that the city may need, an example is if a mower or tractor would be needed if one of the cities was to brake down. We would also be open to discuss if help would be needed in mowing around the airport. We are looking to help the City of Dekalb if needed in any way we can as long as it is fair for both parties.

Thank you for your consideration;

Old Elm Farms, LLC

Stephen Ward and John Ward, Partners