



INVITATION TO BID

BY

TUNICA AIRPORT COMMISSION

Mr. DERRICK CRAWFORD, CHAIRMAN

COMMISSIONERS

**Mr. STEVE KRIESE Mr. BRUCE C. WILLIAMS, JR.
Mr. MURRY G. McCLINTOCK Mr. ROBERT SMITH**

Bid # Parcel(s) 21 & 23 2021-2023

**SURPLUS PROPERTY FOR LEASE
AT
TUNICA AIRPORT**

**AIRPORT ADMINISTRATION OFFICE
209 S. Airport Blvd
P.O. BOX 158
TUNICA, MISSISSIPPI 38676**

**BIDS TO BE RECEIVED
Wednesday, December 16, 2020
2:00 P.M.**



NOTICE TO BIDDERS

The Tunica Airport Commission, hereinafter referred to as "Commission", hereby gives notice of its intent to receive sealed Bids for Surplus property for lease at The Tunica Airport. Bids will be received until 2:00 p.m., Wednesday December 16th, 2020; at which time all Bids will be publicly opened and read aloud. Bids will be tabulated and presented to the Tunica Airport Commission at its next regular scheduled meeting on Thursday, December 17th, 2020.

Items to be identified as:

PARCEL(s) 21 & 23

GENERAL INFORMATION:

1. It will be the sole responsibility of the Bidder to deliver personally or mail his/her proposal to the airport administration offices, 209 South Airport Blvd, Tunica, Mississippi on or before the closing hour and date shown above for the receipt of Bids. Envelope should be marked:

"SEALED BID – PARCEL(s) 21 & 23. Surplus Property for lease at the Tunica Airport"

This will prevent our sealed Bid from being opened as general mail.

2. The Tunica Airport Commission is exempt from any taxes imposed by State Government and/or Federal Government. Exemption Certificates, if required, are to be furnished by successful Bidder and will be filled out by the Commission.
3. Plans, Specifications and/or Contract Documents may be examined at the offices of the Airport, located in the Tunica Air Center, 209 South Airport Blvd, Tunica, Mississippi 38676. Telephone number (662) 357-7320, Fax (662) 357-7321.
4. Bidder must submit proposal strictly in accordance with these enclosed specifications. Each contract document must be filled in with the appropriate bidder contact information and price per acre. The contract must be signed by the bidder with two copies of contract enclosed in bid package. A Check must be enclosed with the first years rent.



5. Bidder warrants by virtue of bidding that the prices quoted in his/her Bid will be firm unless otherwise stated. Enclosed Check with first years rent must agree.
6. Any Bidder, upon written request, will be given permission to withdraw their Bid proposal no later than the time set for opening. Bids accepted and read aloud will remain effective for a period of sixty (60) days after said date and time set for the opening of such Bid.
7. There is no expressed or implied obligation for the Tunica Airport Commission to reimburse responding institution for any expenses incurred in preparing proposals in response to this request.
8. The Tunica Airport Commission reserves the right to reject any and all proposals, to waive any informality and to accept all or part of any proposal as they deem to be in the best interest of the Tunica Airport.

**Contract with Tunica County Airport Commission for
Parcel 21 & Parcel 23 (61.18 acres)**

THIS CONTRACT, Made and entered into this the ____ day of _____, 2020, by and between TUNICA COUNTY AIRPORT COMMISSION, hereinafter referred to as Lessor, and _____, hereinafter referred to as Lessee;

WITNESSETH:

For the considerations hereinafter mentioned and subject to all of the terms and conditions herein stated, the Lessor hereby leases unto the Lessee for the crop years 2021 through 2023 beginning with the date of the last signature hereof and ending with the 31st day of December, 2023, or with the harvest of 2023 crops as to each tract or field, whichever is earlier, approximately 61.18 acres indicated as Parcel 21 & Parcel 23 on the attached Exhibit "A".

As rent for said leased premises, the Lessee promises and agrees to pay to the Lessor annual rent in the sum of \$_____ PER ACRE based on the same containing 61.18 acres. The first year's rent is payable on the execution of this agreement and the second and third year's rent is due February 1, 2022 and February 1, 2023. Any payments not received within 15 days shall be delinquent and subject to additional late fees, charged monthly, at the rate of 18% annual percentage rate. If any rent due hereunder is not paid, then this contract shall automatically terminate without notice to either party having to be given.

The parties to this contract further mutually covenant and agree as follows:

(1) While the Lessee may sublease parts of said property to be farmed by others, the Lessee shall remain liable to Lessor for the payment of all rent herein provided and the Lessee shall be liable to Lessor for all damages which any subtenant may cause to land or improvements and the Lessee shall be liable for the violation by subtenants of any of the covenants or agreements on the part of the Lessee herein contained, which violations by any subtenant shall be deemed violations by the Lessee.

(2) Lessee shall cultivate all of the cultivatable land on the leased premises in crops of cotton, soybeans, wheat, or except that it may fallow any portion of the leased premises as required under the crop reduction

program of the U.S. Department of Agriculture selected by it. Any land fallowed under the provisions of this paragraph shall be managed as required by the U.S. Department of Agriculture. In the cultivation, planting, harvesting, poisoning and fertilization of crops of the leased premises, the Lessee shall cultivate said land in a husband-like manner and employ the best established farming practices currently in use in Tunica County, Mississippi, and if any doubt shall exist as to the best practice, the advice of the Agricultural Extension Service, Stoneville, Mississippi, shall be obtained and followed.

RICE SHALL NOT BE PLANTED ON THE PROPERTY AS IT CAN BE DEEMED AN ATTRACTANT TO WATERFOWL.

ABSOLUTELY NO BURNING OF ANY CROPS SHALL TAKE PLACE ON THE PROPERTY.

(3) The best efforts of the Lessee shall be employed to prevent the introduction and spread of obnoxious weeds and grasses on the leased premises, including, but not limited to, the cutting of grass and weeds along, on, and around turn roads and ditches, and house sites, at least annually, in August of each year, to prevent the same from going to seed.

(4) The Lessee shall keep the turn roads, ditches, and ditch banks on the leased premises in as good condition as the same now are and shall not attempt to cultivate the same or any part thereon, but shall maintain and preserve the grass sod thereon. Silt bars in ditches shall be removed at least annually.

(5) The Lessee shall strictly comply with all Federal Laws and regulations of the United States Department of Agriculture relating to the crop control program so that upon the expiration of this lease, or prior termination hereof, there will be no reduction in the crop base for any crop for the leased premises because of anything the Lessee did or failed to do. The Lessee agrees to keep accurate records of the cotton produced on said land and to use its best efforts to maintain and improve such yield and such records shall be made available to Lessor upon request.

(6) Lessee shall preserve the monuments marking the boundaries of the leased premises and will permit no one to trespass or encroach upon said property and shall promptly notify the Lessor of such trespass or encroachment. If a well is located on the property and is activated, the Lessee must obtain a permit with the Mississippi Department of

Environmental Quality with the Airport as land owner.

(7) The Lessor covenants that it is the owner of the leased premises and upon the payment of said rent as the same becomes due and payable and the performance of all of the covenants and agreements on the part of the Lessee herein contained, the Lessor will maintain the Lessee in the quiet and peaceful possession of the leased premises and pay all taxes and assessments and other liens imposed upon said land and the annual installments of the mortgage indebtedness on said land, if any, before the same become delinquent; provided, however, the Lessor shall have the privilege of coming upon the leased premises from time to time during the term of this lease for the purpose of determining whether or not the Lessee is complying with the terms of this contract.

(8) The Lessor believes that there may be opportunities to develop its property covered by this lease into uses other than agricultural during the term of this lease and therefore makes the following reservation:

(a) Lessor by giving written notice to Lessee describing the land to be released and making the payments herein set forth may terminate this lease at any time as to any one or more tracts.

(b) If any such termination notice or notices are given, then the Lessor will compensate Lessee as follows: all rent paid for the then current calendar year by Lessee for the tract terminated will be refunded except under paragraph (iii) on a pro rata basis per cultivatable acre which sum will be paid with the termination notice and in addition Lessor will pay Lessee the following applicable sum for land preparation or crop damage:

(i) For land on which 2021 crops have been planted a sum to cover the value of the crops if notice is given before June 15, 2021, \$200.00 per acre for cotton and \$125.00 per acre for soybeans or other crops, or

(ii) For land on which 2021 crops have been planted a sum to cover the value of the crops if notice is given after June 15, 2021, \$400.00 per acre for cotton and \$175.00 per acre for soybeans or other crops, or

(iii) For land from which 2021 crops have been harvested, no payment need be made for any crop damage and no rent will be refunded. If cotton has been picked one time but scrapping may be desirable in the opinion of the Lessee, the sum of \$50.00 per acre for the value of second picking and no rent refund.

(iv) The above provisions of this paragraph shall remain in full force and effect for the year 2021 and 2023 just as though paragraphs (i) through (iii) above were recopied and all dates shown were one year later. In addition, if any termination is made as set forth above for 2021, then no rent is due for 2022 and/or 2023 on the land terminated on a pro rata basis per cultivatable acre.

(c) All base crop allocations of the U.S. Department of Agriculture with regard to any tract or tracts excluded from this lease under the terms of this paragraph will remain with the other land of the Lessor and will inure to the benefit of the Lessee hereunder. Lessee will take appropriate action to protect all rights of Lessor with regard to FSA payments and programs. Lessee will not combine Lessor's property with any other FSA tract.

(9) Notices hereunder from either party to the other shall be given by registered or certified mail addressed to the Lessor at P.O. Box 158, 209 South Airport Boulevard, Tunica, MS 38676, and to the Lessee at _____. Either party, by written notice to the other, may designate a different address than the one given above.

(10) In the event any cultivatable land is taken by eminent domain, the Lessee shall be paid in accordance with Paragraph (9) above and the Lessor shall be entitled to all other payments.

(11) Lessee will fully comply will all rules and regulations now in force or which may later be adopted or mandated by the FAA with regard to operating on or near the Airport property. Further Lessee will fully comply with all rules, regulations, ordinances or directives of the Lessor related to operating on or near the Airport property. All deference and consideration will be given to the safe operation of the Airport and the same will have priority over agricultural operations authorized by this agreement.

(12) Lessee shall maintain comprehensive general liability insurance, with an insurance company (or companies) acceptable to Lessor, in an amount not less than \$1,000,000 and shall cause Lessor to be named as an additional insured under the terms of the policy.

(13) Both parties agree not to discriminate on the basis of race, color, creed, religion, sex, sexual orientation, age, physical or mental disability, marital status, source of income, or national origin, in the performance of this agreement.

WITNESS our signatures in duplicate, this the day and year first above written.

**TUNICA COUNTY AIRPORT
COMMISSION**

**By
Derrick B. Crawford, Chairman
Board of Commissioners**

Attest:

**Bruce C. Williams, Jr.
Secretary**

LESSOR

By:

LESSEE

Address

City, State, Zip

Phone

Email Address



Not to scale or to be used for actual land survey
For general reference only