HARVEST OF HAY AGREEMENT

THIS AGREEMENT entered into this 16th day of April , 2012, by and between JACKSON COUNTY, MISSOURI, (hereinafter "County") and JOSEPH HAND, 731 NW 1501 Road, Holden, MO 64040, (hereinafter "Hand").

WHEREAS, County owns certain tracts of real property located within and as parts of Landahl Park, Fleming (Blue Springs Lake) Park, and Longview Lake Park; and,

WHEREAS, by Invitation to Bid No. 17-12, County has opened bids for lease of the above lands to parties wishing to seed and harvest a variety of crops and hay; and,

WHEREAS, Hand has submitted the best bid for lease of the property at Landahl Park, Fleming (Blue Springs Lake) Park, and Longview Lake Park, and both parties seek to formalize their agreement through this document; and,

WHEREAS, by Resolution 17860, dated March 19, 2012, County awarded a lease to Hand on Bid No. 17-12 and authorized its Director of Finance and Purchasing to execute the documents necessary to the accomplishment of the award; and,

NOW THEREFORE, in consideration of the foregoing and the terms and provisions herein contained, County and Hand respectively agree with each other as follows:

1. County shall permit Hand to use tracts of land located at Landahl Park, Fleming (Blue Springs Lake) Park, and Longview Lake Park, and more specifically identified in Invitation to Bid No. 17-12, for an eight-year term running from the date of this agreement's execution to December 31, 2019 for the harvesting of hay as set out in Hand's response to Invitation to Bid No. 17-12, dated February 15, 2012, which is attached hereto

FILED

APR 1 6 2012

MARY JO SPINO

as Exhibit A and incorporated herein by reference.

- 2. All other activities of Hand shall be governed by the Jackson County Code.
- 3. Hand shall pay to County the annual total sum of \$3,200.00 for lease of property located at Landahl Park, \$1,308.00 for lease of property located at Fleming (Blue Springs Lake) Park, and \$6,916.00 for lease of property located at Longview Lake Park, for an aggregate total in the amount of \$11,424.00, to be paid from the proceeds of the sale of hay under this lease.
- 4. During the tenure of this lease, Hand shall use said property only for the herein designated purpose. Hand shall at all times maintain the property in good condition and shall avoid practices detrimental to the value of said property.
- 5. Hand shall cut no timber, conduct no mining operations, remove no sand, gravel, or kindred substances from the ground, commit no waste of any kind nor in any manner change the contour or condition of this property under the contract.
- 6. Hand shall not cause or permit the construction or location of any structure on the premises without prior written consent from the Director of the Parks and Recreation Department.
- 7. Each payment shall be in the form of a certified or cashier's check payable to Jackson County, Missouri.
- 8. Each payment shall be made on or before December 1 of each harvest year. Failure to remit any payment on the corresponding due date shall constitute breach of the Agreement unless written permission has been given prior to the due date by the Director of Parks and Recreation for late remittance of payment.
 - 9. The County shall not be liable for damages to property or injuries to persons

which may arise from or be incident to the use and occupation of the premises by Hand.

Hand shall indemnify County for any such damages.

- 10. Hand shall be liable for any damage that may be caused to County property by the activities of Hand, and shall exercise due diligence in the protection of all improvements and other property of the County which may be located on the premises.
- 11. Either the County or Hand may terminate this Agreement by giving thirty days' written notice to the other party. If Hand shall terminate this Agreement and termination is not the result of a breach of said Agreement, Hand shall be entitled to harvest, gather and remove his hay crops planted on said premises or, at the discretion of the County, may allow Hand reasonable compensation in lieu thereof for Hand's hay crops. If all or a portion of the hay remains unharvested at the time of such a termination, Hand's compensation will be determined by a formula approved by the Director of Parks and Recreation.
- 13. In the event Hand terminates this Agreement prior to the expiration date hereof it shall be in the sole discretion of the County to determine if Hand shall be entitled to any part of hay on premises, or reasonable compensation for same.
- 14. The term of this Agreement may be extended by written agreement between the parties, under such additional or changed conditions as may be agreed to.
- 15. The Director of Parks and Recreation of Jackson County shall serve as Agreement Administrator for the County, and shall be the person to whom any notices pursuant to this Agreement shall be sent.
- 16. The waiver or modification by any party hereto of any term or condition hereof shall not void, waive or modify any other term or condition hereof. The failure of any party

to insist, in any one or more instances, upon the performance of any term of this Agreement shall not be construed as a waiver or relinquishment of such party's right to such performance or to future performance of such term.

- 17. On or before the date this Agreement's term expires or its termination by the County, Hand shall vacate the stated premises, remove the property of Hand therefrom, and restore the stated premises to a condition satisfactory to the County, damages beyond the control of the bidder and due to fair wear and tear excepted.
 - 18. Hand takes the property subject to easements of record.
- 19. This Agreement, together with Invitation to Bid No. 17-12 and Hand's response thereto, incorporates the entire understanding and agreement of the parties.

(Signature page to follow)

IN WITNESS WHEREOF, the parties hereto have signed and executed this Agreement of the date first above written.

JACKSON COUNTY, MISSOURI

Q. Troy Thomas

Director of Finance and Purchasing

JOSEPH HAND

101 70 1575

Federal I. D. Number or Social Security Number

APPROVED AS TO FORM:

W. Stephen Nixon County Counselor ATTEST:

Mary Jo Spinø

Clerk of the Legislature



QUOTATION

NO	LOCATION	нау	CROP
1.	Little Blue Trace, ± 85 Acres	\$ NO BID	N/A
2.	Landahl Park Reserve, ± 200 Acres	\$ 3200=	N/A
3.	Monkey Mountain Nature Reserve, ± 120 Acres	N/A	s NOBID
4.	Fleming Park, Blue Springs Lake, ± 109 Acres	\$ 1308.=	N/A
5.	Fleming Park, Lake Jacomo, ± 202 Acres	\$ 2828.=	N/A
6.	Blue & Gray Park Reserve, ± 268 Acres	N/A	\$ NO BID
7.	Longview Lake, ± 266 Hay Acres, ± 202 Crop Acres	\$ 6916.=	s NO BID
8.	TMC Farm Ground, ± 54 Acres	N/A	S NO BID

SIGNATURE: Joseph V. Hand	<u> </u>	DATE: 2/15/2012
NAME: JOSEPH. V. HAND	(Print or Type)	PHONE: 816.419.4222
TITLE: OWNER	(Print or Type)	CELL: 8/6.4/9.4222
COMPANY NAME: HATMAKER'S	(Print or Type)	FAX:
EMAIL ADDRESS: Whand & Kc. rr. com	(Print or Type)	
WEB ADDRESS:	(Print or Type)	

AFFIDAVIT

STATE OF MISSOURI)
COUNTY OF JACKSON)
County of JOHNSON State of MISSOUR being duly sworn on her or his oath, deposes and says;
1. That I am the OWNER (Title of Affiant) of JOSEPH V. HAND (Name of Bidder) and have been authorized by said Bidder to make this Affidavit upon my best information and belief, after reasonable inquiry as to the representations herein.
2. No Officer, Agent or Employee of Jackson County, Missouri is financially interested directly or indirectly what Bidder is offering to sell to the County pursuant to this Invitation (though no representation is made regarding potential ownership of publicly traded stock of bidder).
3. If Bidder were awarded any contract, job, work or service for Jackson County, Missouri, no Officer, Agent or Employee of the County would be interested in or receive any benefit from the profit or emolument of such.
4. Either Bidder is duly listed and assessed on the tax rolls of Jackson County, Missouri and is not delinquent in the payment of any taxes due to the County or Bidder did not have on December 31, 2011, any property subject to taxation by the County and if bidder is duly listed and assessed on the tax rolls of Jackson County, Missouri, bidder agrees to permit an audit of its records, if requested by the Jackson County Director of Assessment, as they relate to the assessment of Business Personal Property.
5. Bidder has not participated in collusion or committed any act in restraint of trade, directly or indirectly, which bears upon anyone's response or lack of response to the Invitation.
6. Bidder certifies and warrants that Bidder or Bidder's firm/organization is not listed on the General Services Administration's Report of Debarred and/or Suspended Parties.
7. Bidder certifies and affirms its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services.
8. Bidder certifies and affirms that it does not knowingly employ any person who is an unauthorized alien in connection with
the contracted services. JOSEPH V. HAND (Name of Bidder)
By: Doseph V. Bund (Signature of Affiant) (Title of Affiant)
OWNER (Title of Affiant)
Subscribed and sworn to before me this 15 day of FEBRUARY, 2012
STEPHANE K. FRYREAR Notary Public - Notary Seel
NOTARY PUBLIC in and for the County of PLATE (SEAL) State of Missouri Commissioned for Platte County My Commission Expires: May 02, 2015
State of MISSOURI Commission Number: 11389729
My Commission Expires: 5/2/2015
Meghani Stream

JACKSON COUNTY, MISSOURI COMPLIANCE REVIEW FORM

	Report Date:	(All re	oorts expir	e annua	ally on D	ecember	31 st)	
Please If a qu blank.	TIONS FOR COMPLETION: fill out form completely. If a question refers to "past reservant and reservant and apply to y Please be sure this and subsequent reports are SIGN at (816) 881-3467.	JOUR CON	ndany, su	ch as (s	subcontr	actors), p	lace "N//	A" in the
ΕſV	il/Fax or Email reports to: Tom Wyrsch Contract Compliance Review Director 415 East 12 th Street - 2 nd Floor Kansas City, Missouri 64106 IAIL: cro@jacksongov.org X: (816) 881-1223							
1.	COMPANY DESCRIPTION:							
	City Holden State State State Mebsite Address:	1501 Yo com 419.4	+222	040-		- - - -		· .
	Representative Name JOE HAND	2				-		
2.	COMPANY STATISTICS: A. Total number of Employees 6 B. Total Number of Employees who are: 1. Women 4. Asian 5. American Indian 3. Black 6. Other 5							
				YES	NO _.	N/A		
3.	Has your company advertised for applicants since you If so, please attach a list of publications in which ads of advertising, and copies of such advertisement	ur report appeare	? <u>d, the date</u>	<u></u> es	×	_		
4.	Has there been an effort since your last report to furthe and key personnel to the spirit and intent of the progra If so, please attach a detailed	am?	•		.∡ ts			
5.	Have there been any adjustments in your job prerequi	sites or	your recru	iting and	intake	procedure	es?	
	If so, please attach a narrative of such efforts.	•		_	×	_		

Jackson County Missouri Invitation to Bid No. 17-12 Page 4 of 36

	YES	NO	· N/A
6. Has any effort been made since your last report in disseminating your policy to all your employees or in encouraging them to refer Minority or Female applicants? If so, please attach a narrative of such efforts.		×	
7. Are you attaching any other comments or concerns which you would like to have reviewed as part of determining compliance with your programs?	_	×	
List all minority contractors/suppliers (Minority Owned Business Enterprises MBI Women Owned Business Enterprises WBE) with which you have contracted dur	∃ or ing this	reporting	g period.
NAME OF COMPANY			
STREET ADDRESS			
REPRESENTATIVE NAME			
TELEPHONE NUMBER			
EMAIL ADDRESS			
WEBSITE ADDRESS			
PRODUCTS, SERVICE, AREA OF SCOPE OF WORK:			•
DURATION OF CONTRACT			•
AMOUNT OF CONTRACT			•
REPEAT THE ABOVE INFORMATION ON A SEPARATE SHEET FOR ADDITION AND SEPARATE SHEET FOR ADDITION ON A SEPARATE SHEET FOR A SEPARATE SHEET FOR ADDITION ON A SEPARATE SHEET FOR SEPARATE S	ONAL .		
Figures of Employment Analysis section of this report was obtained from: YES		NO	
1. Available employment 2. Visual check 3. Other (specify)		_	
This Compliance Review Form was prepared and submitted by:	oe H	and	2
Joe's	Signatu Cana Name a	re and Title	Owner
		12012	

I certify that all answers and information herein contained are true to the best of my knowledge, and I understand that any mis-statement of fact may subject this company to non-compliance procedures.

STATEMENT OF CONTRACTOR'S QUALIFICATIONS (Complete in full, Use attachments if necessary)

Name of Bidder: JOSEPH V. HAND	
Address with Zip Code: 64040.8420	
Federal Tax I.D. Number:	
	roprietorship
If SOLE PROPRIETORSHIP, state name, address and phone nu	
JOSEPHY. HAND (HAYMAKER'S	
731 NW 1501 Rd. Holden,	MO 64040.8420
816.419.4222	
If CORPORATION:	
Date of Incorporation:	Name of State(s) in which incorporated:
President's Name:	Vice-President's Name:
Secretary's Name:	Treasurer's Name:
If PARTNERSHIP:	
Is the Partnership: General Limited	Association (Check one)
Date of Organization:	
Name and addresses of all partners:	
1.	
2.	
3.	
GENERAL INFORMATION:	
Percent of work to be done under the proposed contract by your ow	n staff: 100%
No. of Permanent Employees: 3	Geographical Limits of Operation: 80mi radius
No. of years in business: 54rs	·
Have you ever done business under a different name: Yes	No (Check one)
If Yes, give Name and Location:	(5.10)
II 100, Bite Maile and 2000002	·
CONTOWN Printing, LLC & HA	NO Graphic Systems, Inc
Has contractor ever withdrawn or defaulted on a contractual obligat	ion; Yes No 🗶 (Check one)
If Yes, state where and why:	

STATEMENT OF CONTRACTOR'S QUALIFICATIONS - Continued

Has Contractor ever been sued for breach of a	ny contract? Yes N	(Check one)	
If Yes, Explain:			
			•
List Completed Contracts within the Past Thre	e Years, Including Amount	of Each:	
•			
71.0G	CT: .1.	······································	
List of Current Contracts, Including Amount o	I Each:		
		-	
Customer Reference (state name, address, and	phone number):		
	•		
List each subcontractor you plan to use if aware SUBCONTRACTOR'S NAME & PHONE	ded the contract. If no, so s	tate. S AMOUNT OF CONT	FRACT MBE/WBE
SUBCONTRACTOR'S NAME & FRONE #	THE WORK	· ·	· · · · · · · · · · · · · · · · · · ·
hone			
		ļ	
V			
State any other relevant information concerning			
EXPERIENCED WITH			
BALING OF HAY.	Manage Pag	tures, upke	ep of grop,
DBE STATUS Indicate status claimed:			
1. Minority Owned Business (MBE)	res no_ X		
African American Latino	Native American	Asian Pacific Islander_	
2. Woman Owned Business (WBE)	YES NO_ 		
3. Small Business Y	es no_×		
For consideration as an MBE, WBE or Small Bumust be attached.	usiness, a copy of any gove	rnmental entity or Minority St	pplier Council certification
Prepared by (print or type): Joseph	V. HAND Title:	OWNER	
Signature: Joseph V. Ha	nol Date:	2/15/12	

STATEMENT OF NO BID

TO:

Jackson County Purchasing Department

Jackson County Courthouse 415 East 12th Street, Room G1 Kansas City, MO 64106

NOTE: Please use the enclosed return envelope when returning this page.

We, the undersigned, have declined to submit a bid in response to the above Invitation To Bid for the following reasons(s):
Specifications too "tight", i.e., geared toward one brand or supplier.
Insufficient time to respond to the bid.
We do not offer this product or service.
Our schedule would not permit us to perform.
We are unable to meet specifications.
We are unable to meet bond requirements.
Specifications are not clear (explain).
We are unable to meet insurance requirements.
Remove us from your list for this commodity or service.
Other (explain).
REMARKS no remarks
Company Name:
Signature: Oseph V. Hand
Telephone:
Date: 2/15/12

Jackson County Missouri Invitation to Bid No. 17-12 Page 8 of 36

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA

The undersigned acknowledges receipt of Addenda through and including numbers submitted in accordance with information, instructions, and stipulations set forth there	all ein.	and that this Proposal is
Signature of Respondent Haymakers		<u>2/15/12</u> Date
Company Name 73 NW 50 For Rol Address		
Holden, MO 64040.8420 City, State, and Zip	<i>816</i> . Phone	419.4222





DEANA L. POSTON-SEIBOLD, AGENT

6511 NORTH COSBY AVENUE KANSAS CITY, MISSOURI 64151-2413 PHONE: OFF: (816) 741-1162 ACCESS ANYTIME: 1-800-MY AMFAM / amfam.com

E-MAIL: dposton@amfam.com

February 15, 2012

RE: Joseph Hand

To Whom It May Concern:

Please find attached current coverages for Joseph Hand's farming operations and his autos.

Upon winning the bid for the ground in Jackson County, coverages would be increased to:

\$2,000,000 liability on the farm policy \$1,000,000 liability on the autos BI PD

Also, an Umbrella policy for \$1,000,000 will be written, as well as Workman's Comp on anyone he employs.

Please call my office if you have any questions regarding this matter.

Sincerely,

Deana Poston-Seibold

American Family Insurance Agent

American Family Mutual Insurance Company Personal Insurance Review Farm / Ranch

Hand, Joe

6727 NW Mirror Lake Parkville, MO 64152-2553 **Deana Poston-Seibold Agency**

6511 N Cosby Ave Kansas City, MO 64151-0000

Policy Information

Policy Number:

24-K34713-01

Version:

0011

Policy Effective:

03/11/2011 to 03/11/2012

Total Acres:

62

Coverages

DescriptionPremiumProperty Coverages\$1,336.0Liability and Medical Expense CoveragesIncludedFarm Personal Property Coverages\$255.00Farm Outbuilding Coverages\$288.00

Options / Endorsements

Description

MO Prop & Cas Ins Guarnty Assn END3592/92
ID of Issuing Insurance Comp. IL75240793
Computer Related Problem Excl. FR04760798
War Liability Excl FR04101003
Farm/Ranch Policy Booklet U60B0690
MO Amendatory Farm/Ranch 0300MO0710

Section 1- Property Coverages

Location: 00001 Premises: 001

Policy Form:Farm/Ranch Form 5 GSTown Class:006Town:47Fire Department:811Section:16Construction:Frame

Section: 16 Range: 28

Coverages

 Description
 Limit

 Dwelling
 113,000

 Personal Property
 84,800

 Deductible Section I
 1,000

Current Premium: \$1,879.00

Renewal Premium:

Status: Active

Last Modified Date: 05/14/2011

Renewal Status: No Current Bill

Billing: Cust Bill 016-542-593-15

American Family Mutual Insurance Company Personal Insurance Review Farm / Ranch

Hand, Joe 6727 NW Mirror Lake Parkville, MO 64152-2553 **Deana Poston-Seibold Agency**

6511 N Cosby Ave Kansas City, MO 64151-0000

Options / Endorsements

Description

Personal Property Repl Cov Option 14 Ext Cov on Jewelry Watches Fur Option 2 Seasonal/Recreational Farm FR03220690 Premise You Own, Rent, Occupy FR03210690 Pd Liab. for Chem Overspray FR04680292 Special Deluxe Form 5 FR050603 Identity Fraud Exp Cov End FR05110410

Section 2- Liability and Medical Expense Coverages

Number of partners:

0

Number of Corporations:

0

Coverages

<u>Limit</u> **Description** 5,000 Medical Expense 1,000,000 Property Liability

Location: 00001

Premises: 001

Number of Additional Dwellings: 0 Town: 47 Number of Additional Buildings: 0 16 Section: **Number of Additional Farms:** 28 Range:

Section 3- Farm Personal Property Coverage

Coverages

Description Limit 1,000 Section III ded per occurrence 48,400 Machinery Limit

Options / Endorsements

Description

Scheduled Farm Pers Property Section 3

Theft and V&MM Option 8

Overturn or Collision Option 9

Limit

Current Premium: \$1,879.00

Renewal Premium:

Status: Active

Last Modified Date: 05/14/2011

Renewal Status: No Current Bill

Billing: Cust Bill 016-542-593-15

American Family Mutual Insurance Company Personal Insurance Review Farm / Ranch

Hand, Joe 6727 NW Mirror Lake Parkville, MO 64152-2553

Deana Poston-Seibold Agency

6511 N Cosby Ave Kansas City, MO 64151-0000

Section 4- Farm Outbuildings Coverages

Coverages

Description	<u>Limit</u>
Section 4 ded. per occurrence	1,000
Farm Outbuildings Class 1	15,000
Farm Outbuildings Class 2	2,000
Farm Outbuildings Class 3	10,000

Options / Endorsements

Description

Schedule of Farm Outbuildings Section 4
Outbuilding Collapse FR04270690

Current Premium: \$1,879.00

Renewal Premium:

Status: Active

Last Modified Date: 05/14/2011

Renewal Status: No Current Bill Billing: Cust Bill 016-542-593-15

American Family Mutual Insurance Company Personal Insurance Review **AFMIC Family Auto**

Hand, Joseph & Karen

6727 NW Mirror Lake Parkville, MO 64152-2553 **Deana Poston-Seibold Agency**

6511 N Cosby Ave Kansas City, MO 64151-0000

Policy Information

Policy Number: Policy Effective:

1656-8772-08-08-FPPA-MO 12/10/2011 to 06/10/2012

Vehicle Information

2011 DODG 350 3D73Y4CL2BG567690

Symbol:

36

Gross Vehicle Weight: 0 Camper/Trailer Cost:

Demerit Points: 0 Rate Class:

C7B

Usage:

Work/School > 7500 Miles

39 Territory:

Location of Risk:

Parkville, MO 64152

Basic Coverages

<u>Description</u>	<u>Limit</u>	<u>Deductible</u>	<u>Premium</u>
Bodily Injury Liability Per Person	100,000		\$109.90
Bodily Injury Liability Per Occurrence	300,000		Included
Property Damage Liability Per Occurrence	100,000		Included
Comprehensive		1000	\$67.10
Collision		1000	\$122.90
Uninsured Motorist Per Person	100,000		\$15.70
Uninsured Motorist Per Occurrence	300,000		Included
Underinsured Motorist Per Person	100,000		\$9.20
Underinsured Motorist Per Occurrence	300,000		Included

Discounts / Surcharges

Description

Premium

Multiple Vehicle Discount Air Bag Discount

Advantage Discount (24-BP0903-01) 25%

Lienholders / Titleholders / Other

Lienholder

Ally Financial, PO Box 8116, Cockeysville, MD 21030-8116

Current Premium:

\$324.80

Status: Active

Inception Date:

08/10/2008

Renewal Status: No Current Bill

Billing: Cust Bill 011-044-198-95

Renewal Premium:

Prepared: 02/15/2012 12:42 pm

Last Modified Date: 12/15/2011

American Family Mutual Insurance Company Personal Insurance Review AFMIC Family Auto

Hand, Joseph & Karen

6727 NW Mirror Lake Parkville, MO 64152-2553 **Deana Poston-Seibold Agency**

6511 N Cosby Ave Kansas City, MO 64151-0000

Policy Information

Policy Number: Policy Effective:

1656-8772-11-88-FPPA-MO 12/10/2011 to 06/10/2012

Vehicle Information

2005 DODG SQ3 3D7MR48C45G806994

Symbol:

33

Gross Vehicle Weight: 0 Camper/Trailer Cost:

Demerit Points: 0

s: 0 F7

Usage:

Farm < 7500 Miles

Rate Class: F7
Territory: 39

Location of Risk:

Parkville, MO 64152

Basic Coverages

<u>Description</u>	<u>Limit</u>	<u>Deductible</u>	<u>Premium</u>
Bodily Injury Liability Per Person	100,000		\$72.70
Bodily Injury Liability Per Occurrence	300,000		Included
Property Damage Liability Per Occurrence	100,000		Included
Comprehensive		1000	\$42.90
Collision		1000	\$71.20
Uninsured Motorist Per Person	100,000		\$15.70
Uninsured Motorist Per Occurrence	300,000		Included
Underinsured Motorist Per Person	100,000		\$9.20
Underinsured Motorist Per Occurrence	300,000		Included ·

Discounts / Surcharges

Description

Premium

Multiple Vehicle Discount

Air Bag Discount

Advantage Discount (24-BP0903-01) 25%

Current Premium:

\$211.70

Status: Active

Inception Date:

08/20/2009

Renewal Status: No Current Bill

Renewal Premium:

Last Modified Date: 12/15/2011

Billing: Cust Bill 011-044-198-95