

Responses to questions received on the Lease of Agriculture Land Owned by Scott County

2/8/2022

1. The RFP dictates that the lessor possess "Commercial General Liability" insurance. It is my understanding that almost no farmer possesses this sort of coverage. Typically, a farmer has a farm policy that is more similar to a homeowners insurance policy. Liability coverage at the levels prescribed can be reached through this farm policy. Is that acceptable? **The terms of RFP will control**

2. What was the last crop sown? **Soybeans**

3. Was any fertilizer fall applied? **No**

4. "Mudding in or mudding out" the crop is deemed forbidden in the contract. There could be a conflicting situation where USDA states that a crop could be sown but this contract demands that it not be sown leading to a crop insurance problem. How can we better define "mudding in"? **The terms of RFP will control**

5. The contract cites the ability for the government to appropriate the crop and rent. (22b in the contract)

In what situation would this occur? This seems like an extreme position. Can this simply be struck? Terminating the contract prematurely due to breach of terms seems reasonable but it should happen in between crop years 1 and 2 or 2 and 3 for all but the most grievous offenses. **Refer to 22A of RFP, the terms of the RFP will control**

6. The conservation plan calls for approved vegetation to be sown extending the waterway 150' or so and also seeding cover on the far edge of the tract. Who is paying to meet this obligation? **Seeding is responsibility of the Leasee**

7. The waterways do not have public roadway access independent of the main tract. The conservation plan calls for them to be mowed/maintained. Will the tenant need to create a field road on the tract to access these waterways to mow them in-season or will they not be required to be mowed in-season? **The terms of the RFP will control**

8. Does the tenant have any ability to exit the lease on year 3 or does only the county have the option? **The terms of the RFP will control**

9. Is there any drainage tile installed? If so is the tenant expected to maintain this drainage tile under the maintenance clause? **There is tile in place but tile does not function. No maintenance is required.**

10. How will the bids be ranked? **The RFP responses will be evaluated according to the terms and conditions of the RFP.**