

PHELPS COUNTY LANDFILL BOARD
REQUEST FOR PROPOSALS

The Phelps County Landfill Board is seeking proposals for the lease of land for the purpose of hay production. The land available for use consists of approximately 40 acres at the old Phelps County Landfill located in Section 29 of T38N-R7W in Phelps County, Missouri. The physical address is 12441 County Road 2170, Rolla, Missouri.

General Information

The leased land is to be used exclusively for hay production using sound farmland management practices. No pasturing, plowing or tilling, hunting or other non-hay related activities are allowed. All of the 40 acres need to be mowed regardless of what is baled for hay. The land has good vegetative cover and has been used for hay production over the past 20+ years. The anticipated term of lease will be from May 1, 2026, to April 30, 2031.

All proposals should be written and submitted in a sealed envelope by 11:00 am, Wednesday April 15, 2026, to the Rolla City Clerk office, City Hall, PO Box 979, 901 N. Elm, Rolla, MO 65402. Envelopes should clearly be marked on the outside of the envelope with "Landfill Hay RFP".

Proposals should include, and will be evaluated based upon the following:

1. Prior experience of the person(s) that would be providing the haying service
2. Type and condition of the equipment to be used
3. Proximity of the person(s) or equipment to the site
4. Detailed plan to fulfill the scope of services/acknowledge the specifications
5. Referenced provided

Scope of Services and Specifications

- A. Tenant shall obtain a soil assessment/plan from the US Department of Agriculture to include soil conditions and fertilizer plan conducted within the timeframe of the lease.
- B. Tenant shall provide receipts on herbicide, insecticide or fertilization treatments by the end of the year(s) of treatment, if needed.
- C. Tenant shall mow/cut, bale and remove vegetation at least once per season and more often if growth permits between the months of April and October. Bales must be removed within ten (10) days of baling.
- D. Tenant must notify the landlord or the landlord's agent at least twenty-four (24) hours prior to mowing activities.

- E. Tenant agrees to indemnify and hold harmless the Phelps County Landfill Board and any agents or employees of the Phelps County Landfill Board from any and all liability, loss or damage as a result of claims, actions, suits, causes of action, proceedings, costs, expenses, judgements and liabilities of any kind arising out of the tenant's performance.
- F. Tenant shall be responsible for any damage caused by the tenant to the property such as, but not limited to, damage to the landfill cover due to deep ruts from trucks, trailers or other equipment used in wet conditions.
- G. Tenant must brush hog areas that are not baled at least once annually.

All parties submitting a proposal are encouraged to include in their detailed plan for managing the hay operation, any additional services (i.e., additional land treatments, overseeding, etc.) or payment beyond the minimum requirements of the proposed lease agreement that may be included.

A copy of a draft/sample lease agreement is enclosed for your review and an aerial photo of the 40 acres pertaining to this request for proposals. Submitted proposals will be presented to the Phelps County Landfill Board for review and for final selection of tenant/lessee. Questions can be directed to Roger Panky, Director of the City of Rolla Environmental Services Department at 573-364-6693 or Jim Fels, Environmental Specialist for the City of Rolla at 573-364-8659.

Phelps County Landfill Board Proposal for Hay Production Area of Interest



40 Acres m/l of the Area of Interest is highlighted in red. Entrance is also shown in yellow.

PHELPS COUNTY LANDFILL BOARD

This lease entered into this ____ day of _____, 20____, by and between the Phelps County Landfill Board, hereinafter referred to as Landlord, and _____, hereinafter referred to as Tenant.

I. PROPERTY DESCRIPTION

The Landlord hereby leases to the Tenant, to occupy and use for haying purposes (i.e., fertilizing, harvesting of vegetative growth, etc.), the following described property:

Land in the northwest 1/4 of the southeast 1/4 of Section 29 of Township 28 North, Range 7 West in Phelps County, Missouri consisting of approximately forty (40) acres and commonly known as the Phelps County Landfill.

II. GENERAL TERMS OF LEASE

A. **Term.** The term of this lease shall be for ____ year(s) commencing on the ____ day of _____, 20____.

B. **Amendments.** Amendments and alterations to this lease shall be in writing and shall be signed by both the landlord and the tenant.

C. **No partnership created.** This lease shall not be deemed to give rise to a partnership relation, and neither party shall have authority to obligate the other without written consent, except as specifically provided in this lease.

D. **Binding on heirs.** The terms of this lease shall be binding upon the heirs, executors, administrators, and successors of both the landlord and the tenant in like manner as upon the original parties, except as provided by mutual written agreement otherwise.

E. **Termination.** This lease may be terminated at anytime during the term and upon mutual agreement by both parties.

F. **Right of entry.** The landlord, as well as agents and employees of the landlord, shall have the right to enter the property at any time for a variety of purposes, none of which is to interfere with the tenant carrying out the regular intended activities. Tenant will have access to the leased property for the intended purpose and shall be provided a key to the access gates.

III. OPERATIONS AND MAINTENANCE

A. Tenant agrees:

- 1) To have a soil assessment/plan from the US Department of Agriculture to include soil conditions and fertilizer plan within the first year of the lease.
- 2) To provide receipts on herbicide, insecticide or fertilization treatments by the end of the year(s) of treatment.
- 3) To mow/cut, bale and remove vegetation at least once per season and more often if growth permits between the months of April and October. Bales must be removed within ten (10) days of baling.
- 4) To notify the landlord or the landlord's agent twenty-four (24) hours in advance of

- fertilizing or mowing activities.
- 5) To indemnify and hold harmless the Phelps County Landfill Board and any agents or employees of the Phelps County Landfill Board from any and all liability, loss or damage as a result of claims, actions, suits, causes of action, proceedings, costs, expenses, judgements and liabilities of any kind arising out of the tenant's performance.
 - 6) To be responsible for any damage caused by the tenant to the property such as, but not limited to, damage to the landfill cover due to deep ruts from trucks, trailers or other equipment used in wet conditions.
 - 7) To brush hog areas that are not baled at least once annually.

B. Landlord and tenant both agree:

- 1) Not to obligate the other party. Neither party shall be responsible for the debts or liabilities incurred, or for damages caused by the other party.

IV. LEASE FEE SCHEDULE

The tenant agrees to provide the services described in Section III above in lieu of cash payments.

Executed in duplicate on the date first above written:

Tenant -

Landlord –
Phelps Co. Landfill Board
Chairman

State of _____
County of _____

On this _____ day of _____, 20____, before me, the undersigned, a Notary Public in said State, personally appeared _____, to me known to be the identical persons named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

Notary Public