

**CITY OF WASECA
REQUEST FOR QUOTES
CITY OF WASECA LEWER LAND LEASE**

There are approximately 49.0 agricultural tillable acres located at the City of Waseca Lewer Farm for a one-year lease. The quote packet contains a field map (Attachment A).

Sealed quotes will be received by the Utilities Office at Waseca City Hall and publicly opened at City Hall by the City of Waseca, Minnesota, at 10:00 a.m. on Thursday, December 28, 2023, for leasing the fields.

If you are interested in receiving a copy of the leases, specifications, and quote forms, please get in touch with the Utilities Office at City Hall at 835-9718. Those with questions may contact, Tim Roessler, Interim Deputy Public Works Director, by emailing timr@ci.waseca.mn.us.

The quote forms must be marked in a sealed envelope as **CITY OF WASECA LEWER LAND LEASE** and returned to the Utilities Office at City Hall no later than **10:00 a.m. (Central Standard Time) on Thursday, December 28, 2023, at which time all quotes will be publicly opened and read aloud.**

The City of Waseca reserves the right to award quotes and to, reject any or all quotes in the best interests of the City and to waive any minor irregularities, informalities, or discrepancies.

**CITY OF WASECA LEWER LAND LEASE
CROP YEAR 2024**

THIS lease is entered into this ____ day of _____, 20____, by and between the City of Waseca, Minnesota, “Lessor,” and _____ of _____, “Lessee.”

1. The quote form must be returned in a sealed envelope marked “CITY OF WASECA LAND LEASE” on Thursday, December 28th, 2023, at 10:00 a.m. (Central Daylight Time) to the Utilities Office at City Hall, City of Waseca, 508 South State Street, Waseca, Minnesota, 56093, at which time quotes will be publicly opened and read aloud in the City of Waseca Council Chambers. **No quotes are allowed by fax or e-mail.**

Both fields, the North Field (approximately 35.1 tillable acres) and the South Field (approximately 13.9 tillable acres), shall be planted in soybeans in 2024, for a total approximate tillable acreage of 49.0. The Lessee accepts all acreage in “as is” condition. There shall be no compensation by the Lessor to the Lessee for field debris/rock removal or any other field conditions. Both North and South Field were seeded in 2023 with soybeans.

The Lessor leases to the Lessee fields North and South, which are part of the City of Waseca Lewer Farm, which is in the County of Waseca, State of Minnesota, in Section 17, Township 107, Range 022 and Section 20, Township 107, Range 022.

The specific fields covered by this Lease are designated on the Attachment A field map, which is a part of this Agreement.

2. Quote Specifications. Submit the quote to lease the fields described above on the Quote Form within these specifications. The Specifications and Quote Form executed by the Lessee are incorporated into this Lease by reference and made a part of this Lease unless specifically changed by the terms agreed to in this Lease.
3. Rent and Default. Rent as set forth on the attached Quote Form is due in full on or before January 3rd, 2024, by issuing a check to “City of Waseca” and mailing it or delivering it to Waseca City Hall, 508 South State Street, Waseca, MN, 56093, to the attention of the City Finance Director. Further cuttings will not be allowed if payment for the previous cutting has not been paid on time. **Failure by Lessee to pay the rent when due or providing a “bad check” (returned item) or failure to comply with this agreement shall be deemed an Event of Default** and, if Lessee fails to cure said default within ten (10) days of written notice by Lessor, an amount equal to ten (10%) percent of the quoted price shall be due as additional rent penalty. In the event the default continues, said additional rent shall be collectible as rent in addition to any other costs of enforcement as provided herein.
4. Term. This Lease shall terminate on December 1st, 2024, and shall not be amended in any manner except by written agreement between Lessor and Lessee.
5. Right of First Refusal. Timothy J. Lewer and David H. Lewer (Lewer Farms) have the right of first refusal of the submitted high quote as determined by the Waseca City Council.

6. Use of the Premises. Lessee agrees as follows:
- A. The Lessee must receive the Lessor's permission for all fertilizer and chemical applications. The Lessee agrees to voluntarily report rates of chemical and fertilizer application to the Lessor.
 - B. The Lessee agrees to voluntarily report crop yields to the Lessor.
 - C. The property shall be used for agricultural purposes only. Work of any nature in the Conservation Easement Area is not allowed.
 - D. Only agricultural equipment will be brought onto the property, and equipment will not be stored on the property when not in actual use.
 - E. The Lessor, upon seven (7) calendar days written notice to the Lessee, may remove any crops, equipment, or other material that inhibits the surveying or land development process. Crop reduction would result in a prorated rent reduction as determined by the City of Waseca.
 - F. The Lessee will not commit, nor suffer or permit, any waste on the property and shall comply with all State, Federal, and local laws, regulations, and ordinances governing pest control and land use.
 - G. The Lessee will farm the premises using farming practices that are generally accepted and approved in Waseca County as approved by the Lessor.
 - H. The Lessee shall not assign this Lease or sublet the property.
 - I. At the expiration of this Lease, the Lessee will quietly surrender the property to the Lessor in the same existing good condition and repair.
 - J. The Lessee assumes all risk of property damage, personal injury, or death to self, employees, customers, invitees, licensees, family, partners, and all parties while on the leased premises and agrees to indemnify and hold harmless the City of Waseca, its officers, employees, and agents, for all claims, suits, costs, losses, damages, and expenses arising out of such personal injury, death, or property damage.
 - K. Yield reduction from planting after May 15th, by Lessor's request, will result in rent payment reduction based on yield reduction as determined by the City of Waseca. Planting after May 15th, resulting from field related weather conditions, is not eligible for rent payment reduction.
 - L. If needed, after October 15th of each year, the City may require the Lessee to remove the soybean crop from any field. Should this be the case for either field, the City shall pay for custom drying costs for the crop removed. For soybean crop the City shall pay for drying costs to 13% moisture.
 - M. To secure payment of the rent or any other indebtedness owing from the Lessee to the Lessor, the Lessee grants a security interest to the Lessor in all crops harvested on the

property during the term of this Lease. This security interest also covers the products' contract rights with respect to such crops and any and all proceeds. In the event that the Lessee defaults in the payment of rent or any other obligation owing to the Lessor under this Lease, or in a performance of any of the covenants of this Lease, the Lessor may declare all sums due under this Lease to be due and payable and shall have all rights and remedies of a secured party under the Uniform Commercial Code or other applicable law. Amounts owing under this Lease shall include all costs of the enforcement of the terms of this Lease re-entering the leased premises and shall include reasonable attorney's fees. The Lessee agrees to execute any and all other documents as may be, from time to time, needed to perfect and maintain this security interest.

- N. No hunting or other activities are allowed on the leased premises.
- O. No farm work or chemical spraying is to result in spray drift or crop drift to adjacent properties upon penalty of double the quote price. The Lessee is responsible to resolve any and all claims from private property owners who have sustained financial costs and hardship from such action caused by the Lessee.**
- P. The Lessor, at their cost, shall control noxious weeds at the direction of the Waseca County Agricultural Inspector.
- Q. The City of Waseca reserves the right to reject any or all quotes and to waive any minor irregularities, informalities, or discrepancies. Prospective lessees shall be required to submit a quote on both fields.
- R. The Lessor's agent for this Lease is the Utilities & Public Works Director or designee.
- S. The Lessee shall provide the Lessor with a current Certificate of Liability Insurance listing the City of Waseca as an additional insured no later than three (3) business days after execution of the lease.
- T. All planting and work activities shall comply with Waseca County and City of Waseca setback requirements.

IN TESTIMONY WHEREOF, the parties have hereunto subscribed and set their hands and seals this _____ day of _____, 20____.

LESSEE:

PRINTED NAME

SIGNATURE

LESSOR:

CITY OF WASECA
A Municipal Corporation

by: _____

DATE

City Manager

**CITY OF WASECA LEWER LAND LEASE QUOTE FORM
CROP YEAR 2024**

This form must be returned in a sealed envelope marked “CITY OF WASECA LEWER LAND LEASE” by 10:00 a.m. (Central Standard Time) on Thursday, December 28, 2023, to the Utilities Office at Waseca City Hall, 508 South State Street, Waseca, MN, 56093, at which time quotes will be publicly opened and read aloud. The City of Waseca reserves the right to award quotes and to reject any or all quotes in the best interests of the City and to waive any minor irregularities, informalities, or discrepancies. The submitted Quote **must** include both North Field and South Field. No quotes are allowed by fax or e-mail.

North Field and South Field approximate 49.0 acres @ \$_____ = \$_____.

This quote is submitted by:

Printed Name

Legal Signature

Date

Mailing Address

E-mail Address

Cell Phone

