

CITY OF MINNETRISTA CALL FOR QUOTES

The City of Minnetrista has issued a call for quotes for a one year (1) farm lease agreement for Lot 1, Block 2, Trista Fields, Hennepin County, Minnesota. The property is generally described as the parcel on Co. Rd. 110W containing approximately 16.3 acres and located immediately west of Minnetrista City Hall. Sealed quote forms must be received at City Hall, Attn: Cassandra Tabor, 7701 County Road 110W, Minnetrista, Minnesota 55364 by 4:00 pm on Wednesday, February 21, 2018. The City reserves the right to reject any or all quotes. Sealed quotes must include a total quote and a quote per acre calculation. Quote packets are available at City Hall or at www.cityofminnetrista.com/bidquote-packets.

Quoter:	Telephone No.:
Address:	Fax No.:
City, State, Zip:	

**QUOTE FORM FOR
Lot 1, Block 2, Trista Fields
FOR THE CITY OF MINNETRISTA
HENNEPIN COUNTY, MINNESOTA**

**City of Minnetrista
7701 County Road 110W
Minnetrista, MN 55364**

1.01 We, the undersigned, doing business as _____

and hereinafter known as the Quoter, hereby propose to enter into an agreement with the City of Minnetrista, Minnetrista, Minnesota, to lease approximately 16.3 acres of farmland:

Quote per acre \$ _____
Lump Sum Quote \$ _____

- 2.01 The Quoter leases the parcel of land is in as-is condition and must plow back the Property prior to the termination of the lease. No quotes may be withdrawn for a period of sixty (60) days from submission deadline. The City of Minnetrista reserves the right to reject any or all quotes.
- 3.01 If the Quote is accepted, payment in full, **including sales tax and all other applicable taxes and fees** to the City of Minnetrista, must be made prior to lease of the Property.
- 4.01 A photo of the parcel is attached below.



Quote Submitted on _____, 2018

If Quoter is:

An Individual

Name (typed or printed): _____

By: _____ (SEAL)
(Individual's signature)

Doing business as: _____

Business address: _____

Phone No.: _____ FAX No.: _____

A Partnership

Partnership Name: _____(SEAL)

By: _____
(Signature of general partner – attach evidence of authority to sign)

Name (typed or printed): _____

Business address: _____

Phone No.: _____ FAX No.: _____

A Corporation

Corporation Name: _____(SEAL)

State of Incorporation: _____

Type (General Business, Professional, Service, Limited Liability): _____

By: _____
(Signature – attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____
(CORPORATE SEAL)

Attest: _____
(Signature of Corporate Secretary)

Business address: _____

Phone No.: _____ FAX No.: _____

Date of Qualification to do business is _____

A Joint Venture

Joint Venturer Name: _____(SEAL)

By: _____
(Signature of joint venture partner – attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Business address: _____

Phone No.: _____ FAX No.: _____

Joint Venturer Name: _____ (SEAL)

By: _____

(Signature of joint venture partner – attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Business address: _____

Phone No.: _____ FAX No.: _____

Phone and FAX Number, and Address for receipt of official communications:

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

GALE PROPERTY FARM LEASE AGREEMENT

THIS LEASE (the "Lease"), made this <date inserted here>, 2018, by and between the city of Minnetrista, a municipal corporation under the laws of Minnesota (the "City"), and <Tenants name inserted here> (the "Tenant").

1. Property Description. The City hereby rents to the Tenant in consideration of the rents and promises hereinafter described the property (the "Property") generally described as the parcel on Co. Rd. 110W containing approximately 16.3 acres and located immediately west of Minnetrista City Hall. The Property is legally described and depicted on Exhibit A attached hereto.
2. Term. The term of this Lease is for one (1) year, commencing on April 1, 2018, and terminating on March 31, 2019.
3. Rent. The annual rent due under this Lease is <lease amount here>, with the rent payable at the time of execution of this Lease.
4. City Obligations. The City shall peaceably allow the Tenant to occupy the Property for normal and customary farming practices. The Tenant shall have reasonable access to the Property 24 hours per day, seven days per week for such purposes.
5. Tenant Obligations. Tenant shall be responsible for paying or doing the following:
 - a. The Tenant shall occupy the Property for agricultural purposes only. The Tenant agrees to use normal and customary farming practices in the care and maintenance of the Property and, without limiting normal practices, keep the Property free of noxious weeds to the extent possible;
 - b. The Tenant agrees to comply with all statutes, ordinances, rules, orders, regulations, and requirements of the federal, state, county, municipal and other units of government regulating the use of the Property;
 - c. The Tenant shall allow access to the Property by the City and its agents during all reasonable hours for the purpose of examining the Property to ascertain compliance with the terms of this Lease and for any other lawful purpose;
 - d. The Tenant shall not remove or move any existing structures or improvements made to the Property by the City. The Tenant may not store equipment on the Property for periods exceeding one week without coordinating such storage with the City;
 - e. The Tenant shall not commit waste on the Property;
 - f. Tenant shall refrain from using or applying any chemicals or products on Property which contains phosphorous;

- g. The Tenant shall plow back the Property prior to the termination of this Lease; and
 - h. This Lease does not entitle Tenant to allow or authorize use of Property by any party for recreational purposes, including but not limited to hunting or the riding of all terrain or similar recreational vehicles.
6. Independent Entities. The City does not retain the Tenant as an agent of the City. The Tenant does not retain the City as an agent of the Tenant. The City shall not provide to the Tenant, its agents or employees, any benefits or expenses, including, but not limited to, insurance for liability or property, or ordinary business expenses.
 7. Costs associated with Lease. The City is not responsible for paying any of the Tenant's costs associated with this Lease, including preparation of the Property for farming. The Tenant shall pay all costs related to farming the Property, including the cost of plowing the Property back prior to the termination of this Lease.
 8. Insurance. The Tenant shall acquire and maintain property and liability insurance adequate for the Tenant's use of the Property. The Tenant shall provide proof of insurance upon request by the City. The Tenant, while performing any service or function related to this Lease, agrees to indemnify, hold harmless and defend the City and all its agents and employees from any and all claims, demands, actions or causes of action of whatever nature or character arising out of or by reason of the execution or performance of this Lease or use of the Property.
 9. Assignment and Sublease Prohibited. The Tenant intends to farm the Property himself. The Tenant agrees that no assignment or sublease of the Property shall be effective without the prior written consent of the City.
 10. Surrender of Possession. The Tenant shall surrender the Property to the City in good condition and repair upon termination of the Lease, whether by lapse of time or otherwise.
 11. Termination Prior to Expiration. The City may, at any time after providing 90 days' written notice, terminate this Lease and take possession of the Property for any purpose deemed in the best interest of the City. The City shall allow the Tenant to remove crops with normal and customary farming practices or, if time does not so allow, return all rents paid for the year and compensate the Tenant at rates not exceeding the current market rate per acre for any crop planted but not harvested.
 12. Remedy. If the Tenant fails to pay the rent when due or fails to perform any of the promises contained in this Lease, the City may, after furnishing the Tenant with a 30-day written notice specifying the default, re-enter and take possession of the Property and hold the Property without such re-entering working a forfeiture of the rents to be paid by the Tenant for the full term of the Lease. If default occurs during cropping season, the

City will harvest any and all remaining crops and apply proceeds from the sale thereof to any rent payment due or other outstanding obligations of the Tenant to the City.

13. Tenant's Default. In the event of one of the following acts, the Tenant shall be in default:
- a. The Tenant fails, neglects, or refuses to pay rent or any other monies agreed to be paid, as provided in this Lease when those amounts become due and payable, and if such failure continues for five days after written notification by the City;
 - b. Any voluntary or involuntary petition or similar pleading, under any section of any bankruptcy act shall be filed by or against the Tenant or should any proceeding in a court or tribunal declare the Tenant insolvent or unable to pay debts;
 - c. The Tenant fails, neglects, or refuses to keep and perform any other conditions of this Lease and if such failure continues for a period of 30 days after written notification by the City; or
 - d. Should the Tenant make or attempt to make any assignment or sublease of any interest in the Lease or the Property without the prior written consent of the City.

In the event of any default or violation of this Lease continuing more than 30 days after written notification of default by the City to the Tenant, the City may terminate the Lease and enter into and take possession of the Property. Possession of the Property in these conditions does not relieve the Tenant of the obligation to pay rent and abide by all other conditions of the Lease.

In the event of any default or violation of the Lease continuing more than 30 days after written notification of default by the City to the Tenant, termination of the Lease and possession of the Property by the City, the City may lease the Property to another party without further obligations to the Tenant.

14. Loss and Damage. Tenant assumes and bears the risk of all loss and damage to the Property from any and every cause whatsoever, whether or not insured, except in the case of gross negligence or intentional misconduct on the part of the City, its employees, agents or contractors. No loss or damage to the Property or any part thereof shall impair any obligation of Tenant under this Lease and the Lease shall continue in full force and effect unless Tenant is unable to use the Property for the purposes intended under this Lease.
15. Limitation of Warranties and Liability. In no event shall the City be liable for special, incidental or consequential damages, including but not limited to lost profits, lost business opportunity, or damages related to Tenant's use or intended use of the Property.
16. Lease is Binding. This Lease shall be binding upon the parties hereto and their heirs, successors and assigns.

17. Notification. Notices related to this Lease shall be sent to the following addresses:

a) As to the City: City of Minnetrista
7701 Co. Rd. 110 W
Minnetrista, MN 55364
Attn: Assistant City Administrator

b) As to the Tenant: <Tenant Name>
<Tenant Address>
<Tenant City, State, Zip>

or to such other address as either party may notify the other of pursuant to this section.

18. Entire Lease. It is understood that this Lease contains all agreements, promises, and understandings between the City and Tenant regarding the subject matter hereof. This Lease supersedes any prior agreements between the parties regarding the subject matter hereof and any prior lease related to the Property. No modification to this Lease is binding unless made in writing and signed by the City and the Tenant.

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and year first above written.

CITY OF MINNETRISTA

By: _____
Lisa Whalen, Mayor

Attest: _____
Kris Linquist, City Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this <date signed>, 2018, by Lisa Whalen and Kris Linquist. the mayor and city clerk, respectively, of the city of Minnetrista, a municipal corporation under the laws of Minnesota, on behalf of the municipal corporation.

Notary Public

Tenant Signature

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2018 by
<Tenant Name>, Tenant.

Notary Public

EXHIBIT A

Legal Description and Depiction of Property

Lot 1, Block 2, Trista Fields, Hennepin County, Minnesota