



AIRPORT ADVISORY BOARD AGENDA

AIRPORT MEETING ROOM WEDNESDAY, FEBRUARY 16,
2022

7:00 AM

1. Call to Order
 - A. Swearing in of new Board Member, Stein Bruch
2. Approval of the Minutes of October 20, 2021
3. Airport Manager Update
4. Other
 - A. Airfield Lighting Upgrade Project
 - B. Agricultural Land Lease
5. Next Meeting Date: March 16, 2022
6. Adjournment



AIRPORT ADVISORY BOARD MEETING MINUTES

October 20, 2021

7:00 a.m.

Airport Meeting Room

1. CALL TO ORDER

The meeting was called to order by T. Waarvik at 7:00 a.m.

Members present: F. Ahlman, C. Hooper, B. Smith & T. Waarvik

Members absent: M. Brown, P. Johnson, D. Nelson

Airport Staff present: J. Serres

Staff present: T. Block, T. Manz

2. APPROVAL OF MINUTES

Minutes of September 15, 2021, were submitted for approval. A motion was made by C. Hooper, seconded by B. Smith for approval. Motion carried.

3. AIRPORT MANAGER UPDATE

Transitioning from mowing to brush clean-up, then on to preparing winter equipment.

7. RUNWAY EXTENSION

No updates at this time.

8. OTHER

The platform for the fuel system has been ordered and is expected to arrive late November. The price did increase and T. Block will get the information to FAPA.

Ben Garrow with the FAA discovered the 2018 Taxilane G grant has 10% funds remaining. A close-out report is on file; however, MnDOT is working with the final paperwork to get this submitted and resolved for final closeout.

9. NEXT AIRPORT BOARD MEETING: To be determined

10. ADJOURN: T. Waarvik adjourned the meeting at 7:20 a.m.

City of Faribault
Agricultural Land Lease
2022-2024

Public Works Department
City of Faribault
1200 Belview Trail
Faribault, MN 55021

AGRICULTURAL LAND FARM LEASE AGREEMENT

THIS LEASE AGREEMENT, made this ____ day of _____, 2022, by and between the City of Faribault, a Municipal Corporation, ("City") and John Schulz, 1574 E. 160th Street, Faribault, MN 55021.

1. Property Description: The City hereby rents to the Tenant in consideration of the rents and promises hereinafter described the following property located in the County of Rice and State of Minnesota, described as follows: (See Exhibit A)

The property contains 68.79 acres, more or less, of tillable agricultural fields as shown on Exhibit A.

2. Term: The term of this lease is for three years commencing on the 1st day of January, 2022 and terminating on the last day of December, 2024.
3. Rent: Rents are to be calculated on the basis of \$175.00 per acre for the cropping years of 2022, 2023 and 2024.
 - a. Tillable acres used for the basis of this document were calculated using the City's Geographic Information System equipment. Any dispute related to the tillable acres shall be determined by mutual agreement between the tenant and the City using sound geographic information procedures.
 - b. The tenant waives any right to withhold rent in any claim against the City.
 - c. Rent shall be paid to the City of Faribault, 208 1st Ave NW, Faribault, MN 55021 and credited to the appropriate accounts.
4. Tenant Responsibility: Tenant shall be responsible for paying or doing the following:
 - a. The tenant shall occupy the premises for agricultural purposes only. The tenant will use normal, customary farming practices in the care and maintenance of the property and, without limiting normal practices, keep the premises 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, and municipal governments regulating the use of the premises.
 - 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 including, but not limited to, exhibiting the property for sale.

- 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 pile rocks or other items taken out of any field in areas designated by the City.
 - f. The tenant shall plow back all fields prior to the termination of this lease.
 - g. This lease does not entitle tenant to allow or authorize use of property by any party for recreational purposes (e.g. hunting, ATV riding, etc.)
5. 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.
6. Costs associated with this 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 property back at the end of this lease.
7. Insurance: The tenant shall acquire and maintain property and/or liability insurance adequate for their operations conducted on 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, save and hold harmless, 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 functions provided in accordance with this agreement.
8. Assignment and Subletting Prohibited: Tenant agrees to assign or sublease the premises only with the written consent of the City. If the City does not consent, it may, at its option, terminate the lease.
9. 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.
10. Termination by the City: The City may, after providing 90 days written notice 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, customary farming practices or 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.

11. 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 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, after furnishing the tenant with a thirty (30) day written notice specifying the default. If default occurs during cropping season, the City of Faribault will harvest any and all remaining crops and apply proceeds to rent payment.
12. Tenant's Default: Rights and remedies of the tenant are cumulative. None shall exclude any other right or remedy allowed by law or other provision of this agreement. In the event of one of the following acts, the tenant shall be in default:
 - a. Tenant fails, neglects, or refuses to pay any installment of 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 (5) 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. 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.
 - d. Should the tenant make any assignment of any interest in the lease to any entity without the written consent of the City.

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

In the event of any default or violation of the lease continuing more than 30 days after written notification by the City to the tenant of a default, the City may return any rents paid by the tenant for that year and lease the property to another tenant.

13. Lease Agreement is Binding: This lease agreement shall be binding upon the parties hereto and their heirs, successors and assigns.

14. Notification: Notification related to lease shall be sent to the following addresses:

Tenant: John Schulz
1574 E. 160th Street
Faribault, MN 55021

Owner: City of Faribault
208 1st Ave NW
Faribault, MN 55021

IN TESTIMONY WHEREOF, the City and Tenant have set their hands as of the day and year first above written.

CITY OF FARIBAULT

John Schulz

By: _____
Kevin F. Voracek
Mayor

Attest: _____
Timothy C. Murray
City Administrator