

## BIDDING INSTRUCTIONS AND SPECIFICATIONS FOR THE LEASE OF AGRICULTURAL PROPERTY OWNED BY DAKOTA COUNTY

Sealed bids will be received up until 9:00 AM on 3/27/2025. Bids may be submitted in one of the following ways.

1. Bring sealed bid to public opening at 9:00 AM local time on 3/27/2025 at the Physical Development Department office located on the 3rd floor of the Dakota County Western Service Center, 14955 Galaxie Ave, Apple Valley, Minnesota, 55124, at which time bids will be publicly opened and read aloud.

2. US Mail/Hand delivery prior to public bid opening:

Dakota County Western Service Center

Attn: Lorrie Adams

14955 Galaxie Ave

Apple Valley, MN 55124

Mark envelope 'SEALED BID-AG LEASE' clearly and in large letters. Bids must arrive before the bid opening date and time.

-OR-

3. Complete and scan/photograph Bid Form and email to:

[lorrie.adams@co.dakota.mn.us](mailto:lorrie.adams@co.dakota.mn.us)

Subject Line: Ag Lease Bid

Bids will be OPENED and read publicly at 9:00 AM Local Time on the aforesaid date at the Physical Development Department office located on the 3<sup>rd</sup> floor of the **Dakota County Western Service Center, 14955 Galaxie Ave, Apple Valley, Minnesota, 55124.**

Contracts are not let until the Dakota County Board of Commissioners awards the contract at a public meeting on April 8<sup>th</sup> at 9:00 AM, in the Board Room, Dakota County Administration Center, 1590 West Highway 55, Hastings, Minnesota. The lease is attached hereto as Exhibit 1, which contains specifications as Exhibit A1 and B1.

The successful bidder must enter into a lease with the County, as described in this bid packet, within 10 days after receiving notification of award.

The successful bidder will be required to furnish to the County before the effective date of the Agreement a Certificate of Insurance naming the County as an additional insured for coverage not less than the tort liability limitations set forth in Minnesota Statute Section 466.04 for all claims submit to those statutory limitations (\$1.5 million). All policies shall provide that they shall not be cancelled, materially changed, or not renewed within thirty days prior notice thereof to the County.

**INVITATION TO BID AND BID FORM  
FOR THE LEASE OF AGRICUTLURAL PROPERTY  
OWNED BY DAKOTA COUNTY**

The specifications governing this lease, entitled BIDDING INSTRUCTIONS AND SPECIFICATIONS FOR THE LEASE OF AGRICULTURAL PROPERTY OWNED BY DAKOTA COUNTY, are attached hereto and incorporated as part of this invitation to bid.

Sealed bids must be received by the Dakota County Real Estate Office, 3<sup>rd</sup> floor of the Dakota County Western Service Center, 14955 Galaxie Ave, Apple Valley, MN 55124, and time stamped **not later than 9:00 AM Local Time on 3/27/2025, OR** received via email **not later than 9:00 AM Local Time on 3/27/2025** by sending a scanned copy or picture of the completed bid form to [lorrie.adams@co.dakota.mn.us](mailto:lorrie.adams@co.dakota.mn.us), **OR** brought to the public opening at **9:00 AM Local Time on 3/27/2025** at Dakota County Real Estate Office, 3<sup>rd</sup> floor of the Dakota County Western Service Center, 14955 Galaxie Ave., Apple Valley, MN 55124. Bids will be opened and winner selected by 3/27/2025.

**Mark envelope 'SEALED BID – AG LEASE' clearly and in large letters.**

The County reserves the right to accept or reject any or all bids or parts of bids and to waive information therein. As provided by statute a bid containing an alteration or erasure of any price contained in the bid which is used in determining the highest responsible bid shall be rejected unless the alteration or erasure is crossed out and the correction thereof printed in ink or typewritten adjacent thereto and initialed in ink by the person signing the bid. BIDS MADE IN PENCIL WILL BE REJECTED.

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Email: \_\_\_\_\_

Provide bid for 2025 growing season. Bid is only for the 2025 growing season. RFB will be re-evaluated and reposted for the 2026 growing season and additional seasons going forward.

Site Number	<b>Site 6</b>
Total Acres for Site	27.1 acres
X Per Acre Price Bid	\$_____per acre
= Total Rent for 2025 Season	\$_____Total

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Any questions should be submitted via email to Lorrie Adams, Real Estate Specialist, [lorrie.adams@co.dakota.mn.us](mailto:lorrie.adams@co.dakota.mn.us)

The bidder agrees to complete all farming operations for which the lease of this property is intended in accordance with the Specifications and Special Provisions contained herein and as on file in the Office of Dakota County Facilities Management.

## SAMPLE LEASE FOR SITE 6

Dakota County Contract #

**FARM LEASE BETWEEN  
COUNTY OF DAKOTA  
AND  
(SITE #6)**

THIS LEASE AGREEMENT ("Lease") is made and entered into as of \_\_\_\_\_ [date] \_\_\_\_\_ by and between the County of Dakota, a political subdivision of the State of Minnesota ("Landlord"), and \_\_\_\_\_ [name] \_\_\_\_\_, a \_\_\_\_\_ [person/entity] \_\_\_\_\_ "Tenant".

For and in consideration of the rent herein provided, the covenants, agreements, obligations and duties herein that are to be kept and/or performed by Tenant and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, but subject to the terms, conditions, reservations, exceptions and limitations hereinafter set forth, the parties agree to the following:

**Section 1. Description of the Leased Property.** Landlord hereby leases to the Tenant that certain portion real property located in Dakota County, State of Minnesota, depicted as the "Leased Area" in the attached **EXHIBIT A1** (herein called the "Land"), which also includes the specific Parcel Identification Number for the real estate upon which the Land is located.

**Section 2. Use of Land.** The Land is to be used solely for the purpose of crop production farming. Tenant shall not use the Land for any other purpose. Tenant's use of the Land shall not violate any applicable ordinance, law, or regulation. Tenant shall not create or permit any nuisance, damage, or waste to be made or maintained thereon, nor shall the Tenant construct or permit any structure on the Land.

**Section 3. Length of Lease.** This Lease is for a term of   [#]   growing season beginning on \_\_\_\_\_ [date] \_\_\_\_\_ and ending on \_\_\_\_\_ [date] \_\_\_\_\_.

**Section 4. Amount of Rent.** The Tenant shall pay to the Landlord as rental for the Land, the total sum of \$ \_\_\_\_\_ (the "Rent") for the duration of the Term. The Rent shall be due in full upon execution of this Lease.

**Section 5. Tenant Covenants.** Tenant hereby covenants and agrees:

- (a) **Specifications.** Tenants use of the Land shall be in compliance with the specifications identified in **EXHIBIT B1**, including, but not limited to, any limitations on the type of crops to be planted on the Land;

## SAMPLE LEASE FOR SITE 6

- (b) Herbicides. Tenant shall only use agricultural herbicides on the Land that decompose in the same growing season and result in zero carryover (for grasses) to the next growing season. Such zero carryover herbicides include glyphosate, glufosinate, and dicamba. Tenant shall obtain written approval from the Parks Director prior to using any other or alternative herbicide;
- (c) Preparation of the Land. Tenant, before completion of the Term, shall plow, disc or otherwise prepare the Land to a condition suitable for planting;
- (d) Compliance with Conservation Plans. Tenant's operations on the Land shall be in accordance with Federal, State and County regulations and conservation plans approved by the Dakota County Soil and Water Conservation District or National Resources Conservation Service. In addition, Tenant certifies that it is and shall remain in compliance with approved conservation plans, buffer setback requirement and other Dakota County regulations on other property that the Tenant owns or rents;
- (e) Waterways. Tenant shall retain and protect any existing waterways on the Land;
- (f) No Waste by Tenant. Tenant shall cultivate the Land in a careful and responsible manner, which shall include, but not be limited to:
  - (i) keeping up and maintaining any fences so as to protect all crops from injury and waste;
  - (ii) protecting the fruit and shade trees on the Land and to cut no green trees; and
  - (iii) committing no waste or damage on the Land nor permitting any be done;
- (g) Maintenance of Improvements. Tenant shall keep up and maintain in good repair all buildings, fences and improvements on the Land, if any;
- (h) Removal of Dirt. Tenant agrees not to remove any dirt, straw or manure from the Land, but to spread upon the Land all manure made therefrom;
- (i) Nondiscrimination. During the performance of this Lease, the Tenant agrees to the following: No person shall, on the grounds of race, color, religion, age, sex, disability, marital status, public assistance status, criminal record, creed to national origin be excluded from full employment rights in, participation in, be denied the benefits of or be otherwise subjected to discrimination under any and all applicable federal and state laws against discrimination; and

## SAMPLE LEASE FOR SITE 6

- (j) Prohibited Uses. Tenant shall use the Land for the sole farming purpose of cultivating agricultural commodity crops and agrees not to use the Land for any other purpose, including, but not limited to, soil tillage, hay cutting, livestock grazing, hunting, trapping, camping, open fires, tents, storage sheds, temporary shelters, off-road motorized vehicles, wood removal, overnight parking of motor vehicles and farm equipment, harm to mammals, birds, and other park wildlife, discharge of firearms, use of other weaponry, and any other non-pastoral uses prohibited by County Ordinance 107. Any use other than that explicitly permitted by this Lease must be approved in writing by Landlord prior to commencement of said use.

Section 6. Insurance. As a condition precedent to and condition subsequent of this Lease, the Tenant shall carry general liability on the Land and on any personal property situated thereon as Tenant may deem necessary and adequate to protect their property and interests therein and their risk relating thereto, but in no event shall coverage be for less than the tort liability limits established in Minnesota Statute section 466.04. If the limits set forth in the statute increase, as a condition subsequent of this Lease, the Tenant shall procure insurance to match the increased coverage.

Prior to execution of this Lease, the Tenant shall present to the Landlord a "Certificate of Insurance" indicating the coverage and naming the Landlord as a certificate holder. Failure to provide a "Certificate of Insurance" shall result in a breach of this Lease by Tenant.

Section 7. Landlord's Rights. Landlord reserves and Tenant consents to the following rights:

- (a) Without relieving Tenant of any obligations set forth herein, Landlord reserves the right to remove any crops not harvested by Tenant, for any reason, upon the expiration of this Lease;
- (b) Landlord reserves the right to administer and manage the Land as parkland to the extent such management does not interfere with normal farm crop production practices. This right also includes the right of the Parks Department to permit hunters to have access to the Land during specially permitted hunts on County park property;
- (c) Dakota County Parks Department staff and Park Patrol officers may conduct reasonable investigations on the Land. Investigations will be conducted in such a way as to have the least amount of impact possible on crops planted on the Land; and

## SAMPLE LEASE FOR SITE 6

- (d) Landlord may transfer its interest in the Land during the term of this Lease to a third-party subject to the rights and obligations of this Lease.

**Section 8. Default.** Tenant shall be in default, with no further notice, upon the happening of the following:

- (a) Failure to pay the Rent when due;
- (b) Breach by Tenant of any covenant or condition herein; and
- (c) Any abandonment of the Land by Tenant for a period in excess of ninety (90) days during the term hereof.

(Hereinafter collectively referred to as "Events of Default").

**Section 9. Remedies.** The occurrence of any one or more Events of Default will result in the termination of this Lease and the Landlord may re-enter and take possession of the Land and hold and enjoy the Land without the re-entering working a forfeiture of the rents to be paid by the Tenant for the full term on the Lease and forfeiture of any crops growing on the Land. The Parties to this agreement acknowledge that termination and re-entry is not the sole remedy available to the Landlord, and that the Landlord may pursue any, and all remedies for breach of this Lease and the covenants herein available to it under law or equity. Any delay by Landlord in pursuing its remedies upon notice of any one or more Events of Default shall not constitute a waiver of any such remedies.

**Section 10. Landlord's Lien.** The Landlord shall have a lien as provided by Minn. Stat. § 514.964 on all crops grown or growing on the Land as security for the rent herein specified and for the faithful performance of the terms of this Lease. If Tenant fails to pay the rent due or fails to keep the agreements of this Lease, all costs and attorneys' fees of the Landlord in enforcing collection or performance shall be added to and become a part of the obligations payable by Tenant hereunder.

**Section 11. Notices.** Any notice pertaining to this Lease shall be delivered to:

LANDLORD:        Dakota County  
                      14955 Galaxie Ave  
                      Apple Valley, MN 55124  
                      Attn: Real Estate Office

**TENANT:**

## SAMPLE LEASE FOR SITE 6

Section 12. **Holdover.** If the Tenant remains in possession of the Land after the expiration of the Term, such possession by the Tenant shall not be construed to be a renewal of this Lease, but to be a holdover on a month-to-month tenancy at the will of the Landlord, with rent payable on the first day of each month, beginning the 1<sup>st</sup> of the month following expiration of the Term, calculated as the Rent divided by 8 and multiplied by 3.

Section 13. **No Assignment.** Tenant agrees not to assign this Lease or sublet the Land or any part thereof without the written consent of Landlord.

Section 14. **Quiet Enjoyment.** Landlord covenants that the Tenant, upon paying the rents and performing the covenants set forth above, shall peaceably and quietly have, hold, and enjoy the Land for the term of this Lease, subject to the rights reserved by the Landlord.

Section 15. **Indemnification.** To the fullest extent permitted by law, Tenant agrees to indemnify the Landlord, it's officers, employees, agents, and others acting on its behalf and to hold them harmless and defend and protect them from and against any and all loss, damage, liability, cost and expense specifically including attorneys' fees and other costs and expenses of defense, which result from, or otherwise arise in connection with, any actions, claims or proceedings of any sort and which is caused by any act or omission of Tenant, its officers, employees or agents, or any other person(s) or entity(ies) for whose acts or omissions Tenant may be legally responsible.

Section 16. **Amendment or Modification.** Amendments, modifications, or alterations of this Lease shall be in writing and signed by both the Landlord and the Tenant.

Section 17. **Non-Joint Venture.** The parties agree that nothing contained herein shall be considered a joint venture or partnership undertaken by the parties.

Section 18. **Entire Agreement.** This Lease is the final expression of the agreement of the parties and the complete and exclusive statement of the terms agreed upon. The Tenant has had an opportunity to review the terms of this Lease with Tenant's own legal counsel, whether Tenant has elected to consult with counsel or not. Tenant has read and understands the terms of this Lease and agrees to be bound by the terms of this Lease.

Section 19. **Electronic Signatures.** Each party agrees that the electronic signatures of the parties included in this Contract are intended to authenticate this writing and to have the same force and effect as wet ink signatures.

## SAMPLE LEASE FOR SITE 6

**IN WITNESS WHEREOF**, the parties hereto have executed this Contract on the date(s) indicated below.

**LANDLORD:**

\_\_\_\_\_  
Georg Fischer, Director  
Physical Development Department

Date: \_\_\_\_\_

**TENANT:**

\_\_\_\_\_  
[Name]

Date: \_\_\_\_\_

APPROVED AS TO FORM:

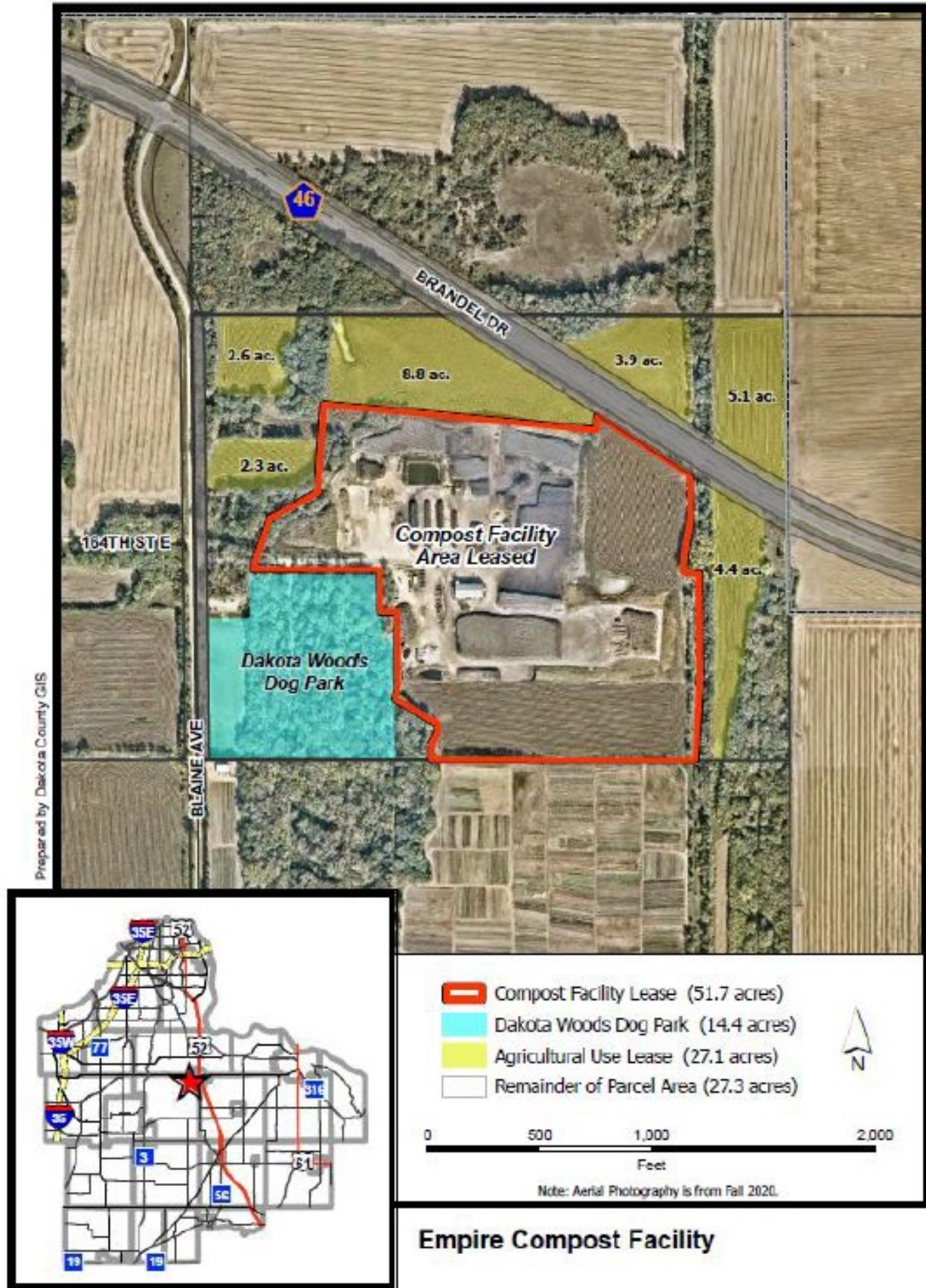
/s/ \_\_\_\_\_  
Assistant Dakota County Attorney/Date  
KS-\_\_\_\_-\_\_\_\_\_  
Dakota County Board Resolution

Drafted by:

Dakota County Attorney's Office  
Dakota County Judicial Center  
1560 Highway 55  
Hastings, MN 55033  
Telephone: (651) 438-4438



Attachment: Lease Site Map



**Site #6**

**Specifications for Agricultural Lease in Empire Township**

**The following specifications for farming practices supplement the specifications found in the Lease granted by Dakota County.**

**Crops and Acreages**

Rentable acres: 27.1

Agricultural Site 6 must be planted in row crops which may include production of garden vegetables legally permitted for production under federal, state, and local laws.

**Tillage:** This field must be tilled using a system that provides a minimum of 30% crop residue after planting. Additional specifications for farming practices can be found in the sample farm lease at the end of this bid packet.

**Minimum Sealed-Bid Quote**

For rental during 2025 growing season only.