

**LEASE OF AGRICULTURAL LAND
OWNED BY SCOTT COUNTY**

Solicitation Cover Page

Please refer to the Specification or Request for Proposal, and other attached documents for a description of the specific needs, requirements, terms and conditions, and submission requirements for the solicitation described below.

Type of Solicitation: Request for Proposal (RFP)

Requesting Government: Scott County

Contact: Jody Hassel

Date Issued: January 18, 2022

Description: Lease of Agricultural Land Owned by Scott County

THE SUCCESSFUL RESPONDER MUST COMPLY WITH SPECIFICATIONS AND PROPOSED LEASE TERMS INCLUDED WITH THIS REQUEST FOR PROPOSAL.

Deadline for RFP: February 11, 2022 at 3:00 p.m.

By submitting a response to this solicitation, Responder is attesting that its representatives have read and understand all of the solicitation documents (delineating the terms and requirements) and that the Responder's submission is made in accordance herewith.

BACKGROUND/SCOPE OF WORK:

Scott County has land located within St. Lawrence Township that is appropriate for use for agricultural production. The land consists of:

- 1) Two (2) crop fields that can be treated as one (1) full quotable parcel, in St. Lawrence Township;

Scott County is seeking proposals for the lease of this property. For crop fields within St. Lawrence Township the lease period shall be for two (2) years with an option for the County to extend the lease for a third year.

Detailed descriptions of the properties for lease are attached. Specifications and requirements for any successful proposal, specific to the property, are listed under the detailed description of the properties. The Proposal Form as well as the specifications/requirements documents will be incorporated into the successful proposers' final lease.

Lease payments will be required to be made in one installment, the first being within three (3) days of a fully executed lease for the 2022 growing season and on or before the first day of December 2022 for the 2023 growing season. If the county opts to continue the lease for a third year, lease payment would be required on or before the first day of December 2023.

If the County opts to extend the lease for the 2024 growing season, County will notify the lessee in writing by November 1, 2023.

The successful responder must enter into a written lease with the County, a draft copy of which is included in this instruction/submission packet, within 15 days after receiving notification of award.

The successful responder will be required to furnish to the County, before the effective date of the lease, a certificate of insurance naming the County as an additional insured for coverage not less than the tort liability limitations set forth in Minnesota Statutes Section 466.04, and as detailed in draft lease, for all claims subject to those statutory limitations. All policies shall provide that they shall not be canceled, materially changed, or not renewed without sixty (60) days prior notice thereof to the County.

QUESTIONS:

All questions related to the specific requirements and the contents of the RFP should be submitted in writing, **by 4:30pm, February 4 , 2022** to:

Jody Hassel
600 Country Trail E
Jordan, MN 55352

Questions may also be emailed to: jhassel@co.scott.mn.us. Written responses to all questions received will be furnished by **4:30pm, February 8, 2022** via the Scott County website at www.scottcountymn.gov. If a Proposer is unable to access the information via the website, a written request may be submitted as set out herein to have the responses sent in written form. No oral questions will be entertained at any time. **Proposers are cautioned not to contact any Scott County staff directly. Evidence of such contact may be cause for rejection of proposals.**

PROPOSAL SUBMITTAL:

Proposals must be submitted in a sealed envelope with the Proposer's Name and "County Agricultural Lease RFP response" on the outside of the envelope. Proposals must be submitted by **3:00pm, February 11, 2022** to:

Jody Hassel
Scott County
600 Country Trail E
Jordan, MN 55352

Late proposals will not be accepted and will be returned to the vendor unopened.

Proposals must be written in pen and must include the completed and signed Proposal Form (signed by the Responder who can be accountable for all representations) and appropriate completed and signed Proposal Submission forms.

Any responses from Responders with principals, spouses of principals, or any other major stakeholders who are also employed by Scott County shall be deemed not eligible to submit proposals on this project. The County reserves the right to disqualify any proposal that it determines does not comply with policies of the County or creates a conflict, or the appearance of a conflict of interest for the County.

The County reserves the right to accept or reject any or all proposals, or any part of any proposal, and to waive any defects of technicalities or to advertise for new proposals where the acceptance, rejection, waiving or advertising of such would be in the best interests of the County. The County also reserves the right to award in whole or in part, by item, group of items, or by section where such action serves the County's best interests.

Proposals received prior to the time of opening will be kept secured and unopened. The officer whose duty it is to open the proposals shall determine when the specified time has

arrived. No proposal received thereafter will be considered. Failure to meet the deadline will result in proposal disqualification without review.

PROPOSAL OPENING:

A public proposal opening will be held on **February 11, 2022 at 3:00 p.m.** at:

Scott County
600 Country Trail E
Jordan, MN 55352

PROPOSAL SELECTION/EVALUATION:

The evaluation of the proposals and selection criteria will include but not be limited to:

1. Proposer's ability to perform agricultural functions.
2. A competitive rate proposed as lease payment.

AWARD:

Leases for the subject properties are planned to commence on or about February 28, 2022.

PROPOSAL FORM
FOR THE LEASE OF AGRICULTURAL LAND
OWNED BY SCOTT COUNTY

Proposals must be received by the Scott County Transportation Services office, 600 Country Trail E, Jordan, MN 55352, not later than 3:00pm on February 11, 2022.

The County reserves the right to accept or reject any or all proposals, or any part of any proposal, and to waive any defects of technicalities. PROPOSALS MADE IN PENCIL WILL BE REJECTED.

Name _____

Address _____

Telephone Number _____

Federal Tax I.D. or Social Security Number _____

Any questions should be submitted in writing by 4:30pm on February 4, 2022 to Jody Hassel at 600 Country Trail E Jordan, MN 55352 or jhassel@co.scott.mn.us.

The proposer agrees by submission of this proposal to complete all farming operations for which the lease of this land is intended, in accordance with the Specifications and Special Provisions contained herein and as on file in the office of Transportation Services Division.

Signature _____

Title _____

DESCRIPTION OF AGRICULTURAL LAND FOR LEASE

St. Lawrence Township

Cropland is available for lease within St Lawrence Township.

Crop Field Acreages and Legal Descriptions

Field 1 = 53.49 acres; Section 26 Township 114 Range 024 N ½ NE ¼

Field 2 = 3.89 acres; Section 26 Township 114 Range 024 N ½ NE ¼

Total acreage = 57.38 acres tillable cropland

Conservation Plan Map

Prepared for: Scott County Roads & Transportation (Highway Department)
 Prepared by: A. Porupsky
 Date: 12/01/2021

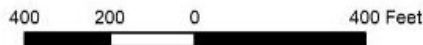


Photo Year: 2020

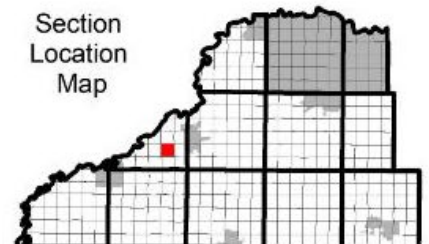
Legend

- PID 109260010
- Field Boundary
- Conservation Practice (area)
- Public Stream
- Public Ditch
- Public Lake or Wetland

St. Lawrence Township
 T114N R24W S26



Section
 Location
 Map



SPECIFICATIONS
FOR ST LAWRENCE TOWNSHIP CROPLAND

1. The fields may not be split. Proposers must quote on all fields within St. Lawrence Township. The successful proposer must enter into an agreement to rent both fields.
2. Crop land proposed on must be put into crop production. The land may not be placed into the set aside or any other similar programs.
3. Crop selection must be in compliance with the approved Soil and Water Conservation District (SWCD) Conservation Plan (included in the specifications sheet). Deviations from the conservation plan that further reduce soil loss through enhanced conservation practices or rotations are acceptable, pending approval.
4. The SWCD office will conduct monitoring to determine compliance with these specifications.
5. Best management practices shall be used keeping in mind current recommended soil conservation practices. If there are any questions regarding excessive soil erosion, the SWCD office will be utilized for technical assistance and recommendations for correcting the erosion problem. Any successful lessee of the lands shall comply with any recommendations or directions relating to the land received from Scott County or the Scott County Soil and Water Conservation District. Farming of this land in a manner not consistent with the approved plan will result in the County immediately terminating the lease.
6. Proper maintenance of the land is expected to be performed throughout the lease. This includes, but is not limited to, the removal of rocks, debris, downed trees and control of noxious or problematic weeds. Lessees need to be cautious of soil moisture conditions when completing field work. No "mudding" the crop in or out will be permitted. All farming techniques including but not limited to fertilizer and pesticide best management practices should be performed to ensure that proper agriculture practices can be continued.
7. Conservation Plans (Prepared by the Scott Soil and Water Conservation District)
Below are the required conservation practices that must be followed on the specified sites. Full conservation plans are available upon request.

Fields 1 & 2

Conservation Crop Rotation: The purpose of this practice is to maintain or improve the physical condition of the soil, to reduce soil erosion and to reduce pest problems. The most conserving crop which is the first crop listed below for the rotation must be planted by the date shown in the planned column. This rotation must be followed in subsequent years to remain in compliance. **The crop rotation will be: Corn - Soybean**

Residue Mgmt, Mulch Till: The purpose of this practice is to manage the amount, orientation and distribution of crop and other plant residue on the soil surface year around while limiting the soil disturbing activities, in systems where the entire field surface is tilled prior to planting. Tillage implements shall be equipped to operate through plant residues without clogging, and to maintain residue on or near the soil surface by undercutting or mixing with controlled inversion of soil and residue. This practice includes tillage methods commonly referred to as mulch tillage or chiseling,

disking, field cultivating, etc. It also includes some planting operations, such as hoe drills, air seeders and "no till" drills that disturb a large percentage of the soil surface during the planting operation. **For EQIP purposes, at least 30% of the soil surface will be covered with residue after planting. No fall tillage of soybean residue is suggested.**

9. Any other specifications/requirements as set out in the Sample Lease Agreement included in this Proposal Package.

PROPOSAL SUBMISSION

St Lawrence Township

PARCEL	ACREAGE	2022 BID PRICE PER ACRE	2023 BID PRICE PER ACRE	2024 (OPTIONAL) BID PRICE PER ACRE
Traditional Crop Fields (Field 1 & Field 2)	57.38	\$	\$	\$
		\$	\$	\$

Signature _____

Date _____

SAMPLE AGRICULTURAL LEASE AGREEMENT AND MANAGEMENT CONTRACT

St Lawrence Township

THIS AGREEMENT, made this _____ day of _____, 2022, by and between the COUNTY OF SCOTT, a municipal corporation, under the laws of the State of Minnesota, having its principle office at 200 Fourth Avenue West, Shakopee, MN 55379 (“County”), and _____ (Tenant Name), located at _____ (Tenant Address) hereinafter referred to as “Tenant”.

WHEREAS, Scott County is the owner of PID 109260010 (identified on the attached Exhibit A) and desires that a portion of said property be managed as agricultural cropland; and

WHEREAS, Tenant is in the farming business and desires to lease land from Scott County for the purpose of using it as cropland and is willing to manage the land in accordance with the specifications of this contract.

NOW THEREFORE, Scott County, in consideration of the rent and agreements hereinafter set forth, does hereby lease to Tenant tillable farmland (hereinafter “Farmland”) situate in PID 109260010, and the Parties agree as follows:

1. The Farmland covered by this lease agreement is tillable farmland comprising 57.38 acres shown on the map attached and incorporated hereto as Exhibit A.
2. Tenant agrees to lease the Farmland as-is, without liability or obligations on the part of the County to make any alteration, improvement or repairs of any kind to the Farmland, except as required by this agreement.
3. TERM: The term of this lease shall be from May 1, 2022, through December 31, 2023 with an additional County optional term from January 1, 2024 through December 31, 2024.
4. RENT: Tenant agrees to pay the sum of:
 - a. _____ (Per Acre Amount Written Out) (\$ _____) per acre for _____ acres, for a total rent of \$ _____ for the 2022 crop year, with payment due 3 days after Lease is executed; and
 - b. _____ (Per Acre Amount Written Out) (\$ _____) per acre for _____ acres, for a total rent of \$ _____ for the 2023 crop year, with payment due on December 1, 2022; and
 - c. _____ (Per Acre Amount Written Out) (\$ _____) per acre for _____ acres, for a total rent of \$ _____ for the 2024 crop year, with payment due on December 1, 2023 if County notifies leasee of Lease Extension.
5. Tenant agrees to pay rent in full on or before the due date at the Scott County Transportation Services office, 200, Fourth Ave. West, Shakopee, MN. Tenant also agrees

to pay interest at an annual 12% interest rate effective from the due date of payment to Scott County on any unpaid balance.

6. Failure of the Tenant to pay rent in full on or before the due date shall be considered a significant breach of this agreement and may result in immediate termination of this agreement. The Parties to this agreement acknowledge that termination is not the sole remedy available to the County, and that the County may pursue any and all remedies for breach of this agreement available to it under law or equity.
7. Tenant is prohibited from applying sewage sludge to any of the cropland covered by this Agreement.
8. Crop selection must be in compliance with the conservation plan set out in Exhibit B. Deviations from the conservation plan that further reduce soil loss through enhanced conservation practices or rotations are acceptable, pending approval from SWCD.
9. Best management practices shall be used by Tenant keeping in mind current recommended soil conservation practices. If there are any questions regarding excessive soil erosion, the Scott County Soil and Water Conservation District ("SWCD") office will be utilized for technical assistance and recommendations for correcting the erosion problem. Tenant shall comply with any recommendations or directions relating to the land received from Scott County or the SWCD. Farming of this land in a manner not consistent with the recommended plan will result in the County immediately terminating the lease.
10. Proper maintenance of the Farmland by Tenant is expected to be performed throughout the lease. This includes, but is not limited to, the removal of rocks, debris, downed trees and control of noxious or problematic weeds. Tenant agrees to be cautious of soil moisture conditions when completing field work. No "mudding" the crop in or out will be permitted. All farming techniques including but not limited to fertilizer and pesticide best management practices should be performed to ensure that proper agriculture practices can be continued.
11. Tenant shall meet all conditions established by the County, by Scott County Soil and Water Conservation District (SWCD) and by the USDA Farm Service Agency (FSA) described in a conservation plan set out and incorporated herein as "Exhibit B".
12. Tenant shall only access fields by field and property access routes noted in Exhibit A and previously utilized routes, which shall in no case cause damage or destruction to surrounding properties.
13. Insurance. Tenant shall obtain at its own cost and expense insurance as set out below and as Tenant may deem necessary and adequate to protect their property, interests and risk relating to the rental, but in no event shall coverage be for less than the tort liability limits established in Minnesota Statute section 466.04, and as required below. All insurance coverage is subject to approval of the County and shall be maintained throughout the term of the lease.
 - a. Workers' Compensation
 - 1) State: Minnesota – Statutory
 - 2) Employer's Liability with minimum limits of:

Bodily Injury by Accident:	\$100,000 each Accident
Bodily Injury by Disease:	\$100,000 each Employee

- Bodily Injury by Disease: \$500,000 policy limit
3) Benefits required by union labor contracts: as applicable

In the event Provider is a sole proprietor and has not elected to provide workers' compensation insurance, Provider shall be required to execute and submit an affidavit of sole proprietorship in a form satisfactory to the County before entering into the agreement.

b. Commercial General Liability

Including Premises, Operations, Products, Completed Operations, Advertising, and Personal Injury Liability, with the following minimum limits of liability:

\$2,000,000 Aggregate
\$2,000,000 Products & Completed Operations Aggregate
\$1,000,000 Personal Injury & Advertising Injury
\$1,000,000 Occurrence
\$ 100,000 Fire Damage Limit
\$ 5,000 Medical Expense

Policy should be written on an occurrence basis and include explosion, collapse and underground.

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.

Provider shall not commence work under this agreement until it has obtained, at its own cost and expense, all insurance required herein. All insurance coverage is subject to approval of the County and shall be maintained by Provider until final completion of the work.

c. Proof of Insurance

Insurance certificates evidencing that the above insurance is in force with companies acceptable to County and in the amounts required shall be submitted to County for examination and approval prior to the execution of the agreement, after which they shall be filed with County. **The insurance certificate shall name the County as an additional insured and specifically provide that a certificate shall not be materially changed, canceled or non-renewed except upon sixty (60) days prior written notice to County.** Neither County's failure to require or insist upon certificates, nor other evidence of a variance from the specified coverage requirements, amends Provider's responsibility to comply with the insurance specifications.

14. Indemnification. Tenant shall defend, indemnify and hold harmless Scott County, its employees and officials from any claims, demands, actions from any loss or liability arising out of Tenants' use of the Farmland or by the actions of Tenants, their agents, employees, guests, invitees, volunteers, or licensees. Scott County does not in any way represent that the insurance specified in section 9, whether in scope of coverage or limits, is sufficient to protect the Tenants' business or interests.

15. Independent Contractor. It is agreed that nothing contained in this agreement is intended or should be construed as creating the relationship of a partnership, joint venture, or association with the County and Tenant. Tenant is an independent contractor and it, its employees, agents, and representatives shall not be considered employees, agents or representatives of the County. Except as otherwise provided herein, Tenant shall maintain, in all respects, its present control over the means and personnel by which this agreement is performed. Payment of federal income tax, FICA payments, state income tax, unemployment compensation taxes and other payroll deductions and taxes are the sole responsibility of the Tenant.
16. Nondiscrimination. During the performance of this agreement, 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.
17. Use of Farmland. The lease granted by the County is only for the purpose of using the property for cropland, and Tenant shall not use the Farmland for any other purpose. Tenant's use of the Farmland 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 upon the Farmland, nor shall the Tenant construct any structure on the land. Tenant shall keep the Farmland in reasonably trash free condition.
18. Assignment. Tenant shall not sublet the land or any portion thereof or assign their rights hereunder without the prior written consent of Scott County to any proposed sublease or assignment.
19. Inspection. Scott County shall have the right, during the term hereof, to enter and inspect the premises at all times. The Scott Soil and Water Conservation District (SWCD) office shall have the right to and will conduct monitoring to determine compliance with the SWCD conservation and crop plan.
20. Notice. Any notice permitted or required to be given under this agreement shall be delivered personally or mailed to Scott County at Scott County Community Development Office, Scott County Government Center, 200 Fourth Avenue West, Shakopee, MN 55379, and to Tenant at _____ (Tenant's Address) _____.
21. Termination.
 - a. This agreement may be terminated without cause at any time by the County upon six (6) months written notice.
 - b. The County may terminate this agreement immediately, without notice, at any time if the Tenant fails to comply with any of the terms and conditions of the agreement, including but not limited to, failure of the Tenant to properly maintain the Farmland according to the conservation plan or failure to pay rental fees in a timely manner.
 - c. The Parties to this agreement acknowledge that termination is not the sole remedy available to the County, and that the County may pursue any and all remedies for breach of this agreement available to it under law or equity.
22. Possession.
 - a. Scott County shall have the right to immediately re-enter and take possession of the Farmland upon any of the following:

1) Expiration of the Lease.

2) Breach by Tenant of any covenant or condition herein.

3) Any abandonment of the Farmland by Tenant for a period in excess of ninety (90) days during the term of the lease.

b. If County re-takes possession of the Farmland, Tenant shall not be entitled to refund of any rent previously paid and County shall have all right and title to any crops in/on the Farmland at that time.

20. Scott County warrants that the Tenant shall be granted peaceful and quiet enjoyment of the demised premises, free from any eviction or interference by Scott County if the Tenant pays the rent and other charges provided herein and otherwise fully and punctually performs the terms and conditions imposed upon Tenant.

21. All of the covenants, terms and conditions of this Agreement shall extend, apply to and firmly bind the heirs, executors, administrators, successors and assigns of the respective parties hereto as the respective parties are themselves bound.

IN WITNESS WHEREOF, the parties have caused this agreement to be duly executed intending to be bound thereby.

SCOTT COUNTY

TENANT

Lezlie Vermillion Date
County Administrator

Tenant Date

APPROVED AS TO FORM:

Jeanne Andersen Date
Assistant County Attorney

EXHIBIT A

Conservation Plan Map

Prepared for: Scott County Roads & Transportation (Highway Department)
Prepared by: A. Porupsky
Date: 12/01/2021



Photo Year: 2020

Legend

- PID 109260010
- Field Boundary
- Conservation Practice (area)
- Public Stream
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St. Lawrence Township
T114N R24W S26

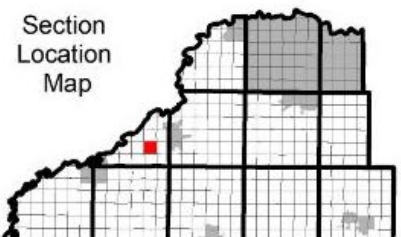
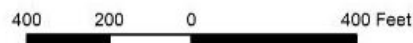


Exhibit B

SPECIFICATIONS FOR ST LAWRENCE TOWNSHIP CROPLAND

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