City of Carroll

112 E. 5th Street Carroll, Iowa 51401-2799 (712) 792-1000 FAX: (712) 792-0139

MEMO TO: Mike Pogge-Weaver, *City Manager* MSP-W

FROM: Jack Wardell, *Director of Parks and Recreation* JW

DATE: February 22, 2017

SUBJECT: Memo to City Council - Renewal of Lease Agreement

The Carroll Community School District (CCSD) has again expressed an interest in having the FFA Chapter farm the City property immediately south of the City Cemetery. The lease agreement would be from April 1, 2017 to December 31, 2017.

The arrangements are the same as previous agreements. The City would receive $1 for the lease. The City will not incur any expenses in the development of the crop. The advantages are the City would not have to maintain the property with mowing and spraying the site for weed control.

The CCSD board has already approved this lease at their February 20, 2017 meeting.

RECOMMENDATION: Motion to approve the agreement between City of Carroll and the CCSD that would allow the Carroll Area FFA Chapter to farm crops of approximately 6 acres of the City Cemetery property.

RESOLUTION NO. _____

RESOLUTION APPROVING THE FARM LEASE WITH THE CARROLL AREA FFA CHAPTER

WHEREAS, Chapter 17, of the Code of Ordinances of the City of Carroll, Iowa, provides that all contracts made by the City be reduced to writing and approved by the City Council by resolution; and

WHEREAS, the farm lease with the Carroll Area FFA Chapter is attached hereto as Exhibit "A"; and

WHEREAS, it is determined that the approval of the attached lease is in the best interest of the City of Carroll, Iowa;

NOW, THEREFORE, BE IT RESOLVED that the farm lease with the Carroll Area FFA Chapter attached as Exhibit "A", be authorized and approved, and that the Mayor is authorized to execute the Lease on behalf of the City of Carroll.

PASSED AND APPROVED by the City Council of the City of Carroll, Iowa, this 27th day of February, 2017.

CITY COUNCIL OF THE
CITY OF CARROLL, IOWA

BY:_____
Eric P. Jensen, Mayor

ATTEST:

By:_____
Laura A. Schaefer, City Clerk

FARM LEASE -- CASH RENT

THIS LEASE ("Lease") is made between **The City of Carroll** ("Landlord"), whose address for the purpose of this Lease is **112 East 5th St., Carroll, IA 51401**, and **The Carroll Area FFA Chapter, Carroll Community High School** ("Tenant"), whose address for the purpose of this Lease is **Carroll High School, 2809 North Grant Road, Carroll, Iowa 51401**.

THE PARTIES AGREE AS FOLLOWS:

1. PREMISES AND TERM. Landlord leases to tenant the following real estate issued in **Carroll** County, Iowa (the "Real Estate"):

The six cropable acres of Part of Lot 1 of the Irregular Survey of the SE 1/4 SE, 1/4 of Section 25, Township 84 North, Range 35, West PM, Carroll County, Iowa, lying East of the Goetzinger and Steffes 1st Addition, and lying North of the North line of Clark Street, and lying West of the West line of South Grant Road, approximately nine acres.

and subject to county roadway easements and any other easements or restrictions of record. Possession by Tenant to Commence on **April 1, 2017**, and end on **December 31, 2017.**

2. RENT. Tenant agrees to pay Landlord as rent for the Real Estate ("the Rent"):

The rent shall be a total of one dollar ($1.00). All inputs and returns shall be the responsibility of the Tenant.

3. PLANTING OF CROPS. Tenant shall prepare the Real Estate and plant such crops in a timely fashion as may be designated by Landlord.

Tenant shall make available any and all data collected to Landlord.

4. PROPER HUSBANDRY. Tenant agrees to farm the Real Estate in a good and husband like manner, and to seek to obtain the best crop production that the soil and crop season will permit. Tenant shall do what is reasonably necessary to control soil erosion including, but not limited to, the maintenance of existing watercourses, waterways, ditches, drainage areas, terraces and tile drains, and abstain from any practice which will cause damage to the Real Estate.

5. HARVESTING OF CROPS. Tenant agrees to appropriately care for all growing crops in a good and husband like manner, and to harvest all crops in a timely fashion.

6. TERMINATION OF LEASE. This lease shall be terminated on **December 31, 2017.**

7. POSSESSION AND CONDITION AT END OF TERM. At the termination of this Lease, the Tenant will relinquish possession of the Real Estate to the Landlord.

8. CARE OF SOIL. Tenant agrees to maintain soil fertility at the same or better level as at the time of this Lease.

9. FERTILIZER, LIME AND CHEMICALS. The following materials, in the amounts required by good husbandry, shall be acquired by Tenant and paid for by the parties as follows:

(1) Commercial Fertilizer	**100% Tenant 0% Landlord**
(2) Manure	**100% Tenant 0% Landlord**
(3) Lime and Trace Minerals	**100% Tenant 0% Landlord**
(4) Weed Control Chemicals	**100% Tenant 0% Landlord**
(5) Weed Spraying, Weed or Pest	**100% Tenant 0% Landlord**
(6) Other	**100% Tenant 0% Landlord**

Records of all chemicals, fertilizers, manures, or other soil applications shall be made available to the Landlord in a timely manner.

10. COST OF COMBINING AND SHELLING OF CROPS. The expense of combining and shelling of crops shall be as follows:

100% Tenant 0% Landlord

11. FARM MACHINERY AND EQUIPMENT. All necessary machinery and equipment shall be furnished by the **Tenant**.

12. CARE OF TREES, SHRUBS, AND GRASS. Landlord agrees to maintain all trees, shrubs and grass adjoining the said property.

13. WEED CONTROL. Otherwise, all noxious weeds shall be sprayed or otherwise timely destroyed by the tenant, at the Tenant's expense. Tenant shall timely cut or spray with herbicide, trees in fencerows.

14. LANDLORD'S RIGHT OF ENTRY AND INSPECTION. In the event notice of termination of this Lease has properly been served, landlord reserves the right to enter upon and plow the Real Estate after Tenant has completed the harvest of crops. Landlord may enter for any other reasonable purposes or to make repairs.

15. VIOLATION OF TERMS OF LEASE. If Tenant or Landlord violates the terms of the lease, the other shall have the right to the legal and equitable remedies to which it is entitled.

16. REPAIRS. Tenant agrees to maintain the Real Estate in good and proper repair. Landlord agrees to purchase repair materials that Landlord deems necessary.

17. EXPENSES INCURRED WITHOUT CONSENT OF LANDLORD. No expense shall be incurred for or on account of the Landlord without first obtaining the Landlord's written authorization. The Tenant agrees that the Tenant will take no action that might cause a mechanic's lien to be imposed upon the Real Estate.

18. PARTICIPATION IN GOVERNMENT PROGRAMS. The participation of the Real Estate in any offered program of the United States Department of Agriculture for crop production control or soil conservation shall be Landlord's option.

19. ATTORNEY FEES AND COURT COSTS. If either party files suit to enforce any of the terms of this Lease, the prevailing party shall be entitled to recover court costs and reasonable attorneys' fees.
20. CHANGE IN LEASE TERMS. The conduct of either party, by act or omission, shall not be construed as a material alteration of this Lease until such provision is reduced to writing and executing by both parties as addendum to this Lease.

21. LIABILITY FOR STUDENT EDUCATIONAL ACTIVITIES. **The Carroll Community School District shall provide liability insurance as per the contract currently in place within the Blanket School Policy with Employers Mutual, or a replacement policy as contracted by the school district. This contract shall cover students and employees while performing educational activities on the Real Estate.**

22. DELAY IN GIVING POSSESSION. In the event that possession cannot be delivered within fifteen (15) days of commencement of this Lease, either Landlord or Tenant may terminate this Lease by giving the other party notice in writing.

23. NOTICES. The notices contemplated in this Lease shall be made in writing and shall either be delivered in person, or be mailed in the US Mail, Registered Mail, Return Receipt Requested, to the Recipient's last known mailing address. The notice provisions of this Section 23 shall not apply to the notice of termination set forth in Section 6, Termination of Lease. The notice of termination is specifically governed by the Code of Iowa.

Tenant:	Landlord:
Jennifer Munson	
BOARD PRESIDENT	
Date: 2/20/17	Date: