



## **WATERLOO – CEDAR FALLS COURIER**

### **PUBLIC NOTICE**

The City of Waterloo, dba Waterloo Regional Airport, hereby provides a General Notice to the Public seeking Letters of Interest for those local/area farmers that would be interested in performing farming and hay baling operations for CY-2022 – 2023 and 2024 at Waterloo Regional Airport.

Prior experience in conducting farming and hay operations on or adjacent to an active airfield is preferred but not required.

This Public Notice provides for a maximum of three (3) years, for the combined farming seasons of 2022 – 2023 and 2024, via a Minimum Annual Guarantee, or MAG (per acre), for each of the three years as listed above, with numbers of farming acres that may fluctuate during 2023 and 2024, but minimal, if at all.

This opportunity also extends to those members of the farming community that would be interested in only performing hay baling operations at Waterloo Regional Airport in areas designated by Airport Staff, and similar to those areas for hay operations during the CY2019 – 2020 and 2021 seasons.

For more information, with submittals due by Friday, January 14<sup>th</sup>, 2022, by NLT 3:00 p.m., contact Keith Kaspari, Airport Director, Waterloo Regional Airport, 2790 Livingston Lane, Second Floor, Waterloo, Iowa, 50703. Office: 319-291-4483, or Email at: [KEITH.KASPARI@WATERLOO-IA.ORG](mailto:KEITH.KASPARI@WATERLOO-IA.ORG).



**CITY OF WATERLOO, IOWA**

**dba**

**Waterloo Regional Airport**

**REQUEST FOR PROPOSALS**

The City of Waterloo, dba Waterloo Regional Airport, hereby provides a General Notice to the Public seeking a Request for Proposal (RFP) for those citizens that would be interested in performing farming operations for leased acres at Waterloo Regional Airport.

**Note:** For CY-2022 only, there will be an estimated total of 1,257.04 (1,204) acres available for farming operations. The Airport Director, via a conversation in City Hall with the Director and Staff of the Planning and Development Department, also expects the same number of acres for CY's 2023 and 2024 to be made available – with minor reductions possible, but not guaranteed.

Prior experience in conducting farming operations on an active airfield is preferred but not required.

This notice would be for a term of three (3) years, for the farming seasons of 2022 – 2023 and 2024, via a Minimum Annual Guarantee, or MAG (per acre), for each of the three years as listed above.

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This opportunity also extends to those citizens that would be interested in performing only hay baling operations at Waterloo Regional Airport in areas designated by Airport Staff, and similar to those areas made available for Hay-only operations during CY's 2019-2020-2021.

This notice would be for a term of three (3) years, for the hay baling seasons of 2022 – 2023 and 2024, via a Minimum Annual Guarantee, or MAG (per hay bale), for each of the three years as listed above.

When submitting the RFP, the Proposers will be required to stipulate whether they are bidding on Farm Acres Only, Hay Acres Only, or Both.

For more information, with submittals due by Friday, January 14<sup>th</sup> by NLT 3:00 p.m., contact Keith Kaspari, Airport Director, Waterloo Regional Airport, 2790 Livingston Lane, Second Floor, Waterloo, Iowa, 50703. Office: 319-291-4483, or Via Email at:

**[KEITH.KASPARI@WATERLOO-IA.ORG](mailto:KEITH.KASPARI@WATERLOO-IA.ORG)**

Proposer shall provide a Minimum Annual Guarantee, or MAG (per acre), during each of the three (3) years for the lease of the expected 1,257.04 (1,257), as guaranteed, for each of the farming seasons.

**And/or,**

Proposer shall provide a Minimum Annual Guarantee, or MAG (per hay bale), during each of the three (3) years for the baling of hay for acres as designated by Airport Staff during the summer seasons of: 2022 - 2023 - 2024.

A copy of the Farming Concession Agreement (**See Below**) is included with this document.

The successful Bidder or Bidder's will be required to execute the Concession Agreement in substantially the same form as it is currently written with the exception that elements of the Bidder's bid as finally approved by the Waterloo Regional Airport Board, and with Final Approval by the Waterloo City Council, and will be included in the final as-executed agreement.

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**THE CITY OF WATERLOO, IOWA**

**Waterloo Regional Airport**

**Agricultural Lease**

This Agricultural Lease (the "Lease") is entered into and made effective on \_\_\_\_\_, 2022 by and between the City of Waterloo, Iowa, acting by and through the Waterloo Regional Airport Board, herein after referred to as Landlord, and \_\_\_\_\_ herein after referred to as Tenant, as set forth below:

**Landlord:**

Name: City of Waterloo, Iowa, acting by and through the Waterloo Airport Board, Attn: Mr. Keith Kaspari, Airport Director

Address: 2790 Livingston Lane, Waterloo, Iowa, 50703

**Tenant:**

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

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

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

Office Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

In consideration of the mutual promises exchanged herein, the parties agree as follows:

**1. DESCRIPTION OF LAND:**

The Landlord leases to the Tenant for agricultural purposes the following legally described property (the "Real Estate"):

Certain parcels of City and Airport property located in, on or around the Sections or Areas of the airside and landside areas of the Waterloo Regional Airport, City of Waterloo, County of BlackHawk, State of Iowa, consisting of approximately 1,257 acres for CY-2022, 2023 and 2024 and/or as designated specifically by Landlord, and as agreed to by, Tenant.

The Real Estate is subject to all easements now existing or which the Landlord may grant in the future.

**2. TERM OF LEASE:**

The term of this Lease shall be for a period of One (1) Three (3) year term beginning on April 1, 2022, and ending at 11:59 p.m. on March 31, 2025.

**3. USE AND AIRFIELD ACCESS:**

The Tenant shall have the right to use the property for the production of crops, and/or hay grasses, and for no other purpose whatsoever, and shall have all rights of access to the designated areas beginning (pending airfield driver’s training / refresher driver’s training) on or about April 1, 2022 / April 1, 2023 and April 1, 2024, and ending on March 31, 2023, March 31, 2024 and March 31, 2025, respectfully.

**4. RENT FOR CROP ACRES:**

Tenant agrees to pay Landlord rent for the use of the Real Estate in the amount as designated below, with a Minimum Annual Guarantee or (MAG), per acre of land, for farming operations as noted below, with the Proposer multiplying either the 1,257 acres for CY-2022, 2023 & 2024, multiplied by the MAG price per acre as noted below, and with payments on the dates as indicated below:

<u>MAG Starts at \$240.00 Per Acre</u>	<u>Total Owed</u>
Farm Season of 2022 _____	_____
Payment Due Dates: 4-5-2022 / 9-9-2022 / 1-6-2023	
Total Owed Per Pay Period -	_____
<u>MAG Starts at \$240.00 Per Acre</u>	
Farm Season of 2023 _____	_____
Payment Due Dates: 4-7-2023 / 9-8-2023 / 1-5-2024	
Total Owed Per Pay Period -	_____
<u>MAG Starts at \$240.00 Per Acre</u>	
Farm Season of 2024 _____	_____
Payment Due Dates: 4-5-2024 / 9-6-2024 / 1-3-2025	
Total Owed Per Pay Period -	_____

Tenant shall have the option to make one large payment at the beginning of each growing season (on or about April of each of the three years referenced above).

Tenant shall employ a financial institution for purposes of financing their farming operation for the term of this agreement. In the event the cash rent is not paid by the due date(s), interest shall be charged at the rate of 18% percent per annum, compounded monthly, beginning five (5) days after the due date, until paid in full.

All cash rent is to be paid to the Landlord at the address shown above, or at such other place as the Landlord may direct in writing.

**5. RENT FOR HAY ACRES:**

Historically, and over the past four (4) years (2015 – 2016 – 2017 – 2018), Waterloo has yielded between 400 and 440 large round hay bales.

Tenant agrees to pay Landlord rent for the use of the Real Estate in the amount as designated below, for the growth and harvesting of the hay bales, with Airport Staff assisting the Proposer with the escort of large vehicles and the loading of hay bales on Proposers large flatbed trucks, via the Minimum Annual Guarantee (MAG) per hay bale, for the hay baling operations as noted above and below, with payments on the dates as indicated below:

**MAG Starts at \$40.00 Per Hay Bale**

**Total Owed**

Season of 2022 \_\_\_\_\_

Payment Due Dates: November 14, 2022

**MAG Starts at \$40.00 Per Hay Bale**

Season of 2023 \_\_\_\_\_

Payment Due Dates: November 13, 2023

**MAG Starts at \$40.00 Per Hay Bale**

Season of 2024 \_\_\_\_\_

Payment Due Dates: November 11, 2024

Tenant shall, at his/her discretion, employing a financial institution for purposes of financing their hay baling operation for the term of this agreement.

In the event the cash rent is not paid by the due date(s), interest shall be charged at the rate of 18% percent per annum, compounded monthly, beginning five (5) days after the due date, until paid.

All cash rent is to be paid to the Landlord at the address shown above or at such other place as the Landlord may direct in writing.

**6. TENANT DUTIES AND CONDITIONS:**

**Tenant agrees to:**

- a. Not interfere with or adversely affect the use, operation, maintenance or development of the airport.

Low-grading varieties of crops only may be grown in the approach areas at the end of each runway, and outside of the Runway Protection (RPZ), and no crops are to be grown within 1,000 feet of the end of any runway, or within 535 feet from the centerline of each runway.

Also, no crops may be grown in any manner that obstructs the line-of-sight at an elevation of five (5) feet above the runway centerline between any point on a runway, and any point on an intersecting runway, when both points fall within the Runway Protection Zone or RPZ.

The Runway Protection Zone is the area included within boundaries formed by connecting those points on intersecting runways which fall midway between the runway intersection and the runway ends.

- b. Manage carefully all growing crops and harvest all crops in a timely fashion as weather permits.

In the event Tenant fails to do so, Landlord reserves the right, personally or through designated agents, to enter upon the Real Estate and properly care for and harvest all growing crops, charging the cost of the care and harvest to the Tenant.

- c. Farm the land in an efficient and business-like manner.
- d. Do what is reasonably necessary to control soil erosion including, but not limited to, providing labor and normal farm equipment for the maintenance of existing water courses, waterways, ditches, drainage areas, terraces and tile drains, and abstaining from any practice which will cause damage to the Real Estate.
- e. Comply with all restrictions regarding growth of trees or shrubs as required by applicable law, and use all reasonable efforts to control weeds in fields, fence rows, road ditches, building lots, and all other areas of the Leased Area.
- f. Protect all desirable vegetation, such as grass field borders, grassed waterways, wildlife cover, shrubs and trees.
- g. Follow a mutually acceptable tillage program for each of the crops planted. Such plan shall meet soil conservation and surface residue requirements as prescribed by the United States Department of Agriculture (USDA), and the conservation plan for the Black Hawk County, Iowa, Farm Services Agency (FSA).
- h. Investigate broken and inoperative tile lines and report them to the Landlord.

- i. Comply with all local, state, and federal laws and regulations governing all activities related to the application of pesticides and commercial fertilizers, and the cultivation of crops.

Follow label directions in the handling and application of all chemicals used on the Real Estate, and follow all applicator's licensing requirements. Tenant shall provide a copy to the airport office of the applicator's license for all chemicals applied.

Comply with all local, state, and federal laws and regulations pertaining to groundwater contamination, manure disposal, and hazardous waste storage or disposal.

- j. Do not plant any crops that could, and during the growth and maturation process, block the visibility of FAA, State or Airport owned lighting or navigational equipment.
- k. Not allow any use of the land by any other person without the prior written consent of the Landlord.

7. **RESERVED RIGHTS OF OWNER:**

Because the Real Estate is part of the Waterloo Regional Airport property, and with ownership by the City of Waterloo, Iowa, the parties agree that the Real Estate, and Tenant's rights under this Lease, is subject to the following reserved rights of the Landlord:

- a. There is hereby reserved to Landlord, its successors and assigns, for the use and benefit of the public, a free and unrestricted right of flight for the passage of aircraft in the airspace above the surface of the Real Estate, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft using said airspace for the taxi, landing, or take-off from on or about the airport.
- b. This Lease shall become subordinate to the provisions of any existing or future agreement between Landlord and the federal government relative to the operation, development or maintenance of the airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development of the airport.
- c. During time of war or national emergency, Landlord shall have the right to enter into an agreement with the federal government for use of part or all of the landing area, publicly owned air navigation facilities, and/or other areas or facilities of the airport by the armed forces of the United States.

If such an agreement is executed, the provisions of this Lease shall be suspended to the extent that they are inconsistent with the provisions of the agreement with the federal government.



**8. ENVIRONMENTAL MATTERS:**

Tenant shall comply with all applicable environmental laws concerning the application, storage and handling of chemicals including, without limitation herbicides, insecticides, and fertilizers.

Tenant shall apply any chemicals used for weed or insect control at levels not to exceed the manufacturer's recommendation for the soil types involved. Farm chemicals may not be stored on the Real Estate. Chemicals used on the Real Estate shall be stored in clearly marked, tightly closed containers.

No chemicals or chemical containers will be disposed of on the Real Estate. Application of chemicals for agricultural purposes shall be applied per the manufacturer's recommendation per acre, and shall not be construed to constitute disposal.

Tenant shall employ all means appropriate to insure that well or ground water contamination does not occur, and shall be responsible to follow all applicator's licensing requirements. Tenant shall install and maintain safety check valves for injection of any chemicals and/or fertilizers into an irrigation system if applicable, (injection valve only, not Main-Well check valve).

Tenant shall properly post all fields (when posting is required) whenever chemicals are applied by ground or air.

Tenant shall haul and spread all manure (if applicable) on appropriate fields at times and in quantities consistent with environmental protection requirements.

Tenant shall not apply any chemicals by air, whereby the chemicals would unintentionally be applied to any FAA, State or Airport owned building or equipment, pavement or pavement markings that could erode the effectiveness of said building, equipment, pavement or pavement marking.

Tenant shall not dispose of waste oil, tires, batteries, paint, other chemicals or containers anywhere on the Real Estate. Solid waste may not be disposed of on the Real Estate.

Tenant shall not use waste oil as a means to suppress dust on any roads on or near the Real Estate. No above-ground or under-ground storage tanks (AST/UST's) shall be placed or maintained on the Real Estate.

Tenant shall immediately notify Landlord of any chemical discharge, leak, or spill which occurs on the Real Estate. Tenant shall assume all liability and shall indemnify and hold Landlord harmless for any claim or violation of standards, which results from Tenant's use of the Real Estate.

Tenant shall assume defense of all claims, except claims resulting from Landlord's negligence, in which case each party shall be responsible for that party's defense of any claim.

After termination, Tenant shall remain liable for all violations, which occurred during the term of this Lease.

Tenant shall make any and all repairs to perimeter fenceline fabric, fenceline poles, vehicle gates and gate controls, if any of the above is damaged during the entry, exit or use of farm vehicles while operating on, or traversing the Air Operations Area (AOA).

**9. REAL ESTATE AND PERSONAL PROPERTY TAXES:**

Landlord agrees to pay all taxes, assessments, or other public charges levied or assessed by lawful authority against the Real Estate.

Tenant agrees to pay all personal property taxes, assessments, or other public charges levied or assessed by lawful authority against the Tenant's personal property on the premises, during the term of the Lease.

**10. IMPROVEMENTS:** Tenant may not make any improvements to the Real Estate.

**11. RIGHT OF ENTRY AND INSPECTION:**

Landlord may enter the Real Estate at any reasonable time for the purpose of consulting with Tenant, viewing the property, making repairs or improvements, or for other reasonable purposes that do not interfere with Tenant's ability to carry out regular farming operations. Tenant shall not at any time use a UAS or Drone to inspect crops.

Upon properly served notice of termination of the Lease and permission of Tenant, provided that such permission shall not be unreasonably withheld, Landlord reserves the right to enter the Real Estate and perform fall tillage, seeding, fertilizing or other customary seasonal operations after Tenant has completed the harvesting of crops.

**12. OWNER'S LIEN AND SECURITY INTEREST:**

Tenant hereby grants to Landlord, in addition to any statutory landlord's lien existing in favor of the Landlord, a security interest as provided in the Iowa Uniform Commercial Code in, but not limited to, all growing or mature crops on the Real Estate, the proceeds and products thereof, all contract rights concerning such crops, proceeds and/or products, all proceeds of insurance collected on account of destruction of such crops, all contract rights and U.S. government and/or state agricultural farm program payments in connection with the Real Estate, whether such contract rights be payable in cash or in-kind, including the proceeds from such rights, and any and all other personal property kept or used on the Real Estate that is not exempt from execution.

Tenant authorizes Landlord, acting as attorney-in-fact for Tenant, to file one or more financing statements to perfect such security interest. Tenant shall sign security agreements, financing statements, and other documents or instruments as requested by Landlord to perfect Landlord's security interests.

At Landlord's request, Tenant shall provide Landlord a list of potential buyers for the crops grown on the Real Estate. Tenant agrees to deliver and sell such crops only to those buyers listed.

Landlord shall deliver a Notice of Security Interest to those buyers and only those buyers listed. Tenant shall not sell such crops to any buyer not listed without first obtaining written consent of the Landlord.

**13. ASSIGNMENT AND SUBLETTING:**

Tenant shall not lease or sublet any part of the Real Estate, nor assign this Lease to any other person without the prior written permission of Landlord. If Landlord sells or otherwise transfers title to the Real Estate, Landlord will do so subject to the provisions of this Lease.

**14. INSURANCE:**

Tenant shall, at its own expense, procure and maintain comprehensive public liability insurance in the amount of not less than \$1,000,000 per occurrence and \$5,000,000 annual aggregate, with a copy of Insurance Certificate to the Airport as named insured.

Such insurance shall cover liability arising from the acts or omissions of Tenant, its employees and agents, and shall protect Landlord against such claims, damages, costs or expenses on account of injury to any person or persons, or to the property of same, by reason of such casualty, accident or other occurrence on or about the Real Estate during the term of this Lease.

Certificates or copies of said policies, naming Landlord as an additional insured, and providing for thirty (30) days' advance notice to Landlord before cancellation, shall be delivered to Landlord within thirty (30) days from the date and at the address as noted on Page 1 of this agreement.

A renewal certificate shall be provided to Landlord prior to expiration of any policy.

Landlord shall provide no such insurance for the property or activities of Tenant, its agents or employees.

**15. INDEMNIFICATION:**

Tenant shall take possession of the Real Estate subject to the usual hazards of operating a farm and assumes all of the risks of accidents to the Tenant, its employees and agents, in pursuance of the farming operation, and in performing repairs or improvements or other actions pursuant to this Lease.

Except as to any negligence of Landlord or its agents, and to the extent not covered by insurance, Tenant will protect, indemnify, and save harmless the Landlord from and against any and all loss, costs, damage, and expenses occasioned by, or arising out of, any act or omission causing or inflicting injury and/or damage to any person or property, happening or done in, upon, or about the Real Estate, and due directly or indirectly to the use or occupancy thereof, or any part thereof, by Tenant or any person claiming through or under Tenant.

The provisions of this section shall survive the termination or expiration of this Lease for any reason.

**16. MINERAL RIGHTS:**

Landlord reserves all rights to any minerals on or underlying the Real Estate.

**17. YIELDING POSSESSION:**

Tenant agrees that on termination of the Lease, Tenant will yield possession of the Real Estate to Landlord without further demand or notice, in as good order and condition as at the beginning of the Lease term.

Loss by fire, tornado or forces beyond Tenant's control and ordinary wear and tear are excepted.

**18. NO PARTNERSHIP:**

Nothing in this Lease shall, or shall be deemed or construed to, create or constitute any joint venture, partnership, agency, employment, or any other relationship between Landlord and Tenant, nor to create any liability for one party with respect to the liabilities or obligations of the other party or any other person.

**19. DEFAULT; REMEDIES:**

If Tenant fails to observe any term or condition of this Lease, including but not limited to the payment of rent, it shall be in default of this Lease, and Landlord may then exercise any and all legal remedies available under applicable law.

In the event of default Tenant shall be liable for any and all damage or loss suffered or incurred by Landlord, including but not limited to reasonable attorneys' fees and expenses incurred in connection with the exercise of any right or remedy by Landlord.

Waiver of any default shall not be construed as a waiver of any other or subsequent default.

**20. NOTICES:**

Any notice under this Lease shall be in writing and shall be delivered in person, by overnight delivery service, or by United States certified mail, postage prepaid, and addressed as set forth on first page hereof.

Delivery of notice shall be deemed to occur (i) on the date of delivery when delivered in person, (ii) one (1) business day following deposit for overnight delivery to an overnight delivery service which guarantees next day delivery, or (iii) three (3) business days following the date of deposit if mailed by United States certified mail, postage prepaid.

**21. CAPTIONS:**

All captions, headings, or titles in the paragraphs or sections of this Lease are inserted only as a matter of convenience and/or reference, and they shall in no way be construed as limiting, extending, or describing either the scope or intent of this Lease or of any provisions hereof.

**22. ENTIRE AGREEMENT; MODIFICATION:**

This Lease represents the entire agreement between the parties, superseding all prior or contemporaneous discussions, representations, promises or agreements between the parties. This Lease may be modified only in a written instrument signed by both parties.

**23. MISCELLANEOUS:**

Time is of the essence in the observance and performance of the terms of this Lease. Words or phrases herein, including the acknowledgments below, are to be construed as in the singular or plural, and as the appropriate gender, according to the context.

**24. BINDING EFFECT:**

This Lease is binding on the parties and their respective heirs, personal representatives, successors and assigns.

**IN WITNESS WHEREOF**, the parties have executed this Agricultural Lease by their duly authorized representatives.

**TENANT:**

**OWNER:**

City of Waterloo, Iowa, acting by and  
Through the Waterloo Airport Board

\_\_\_\_\_  
Proposer / Offeror

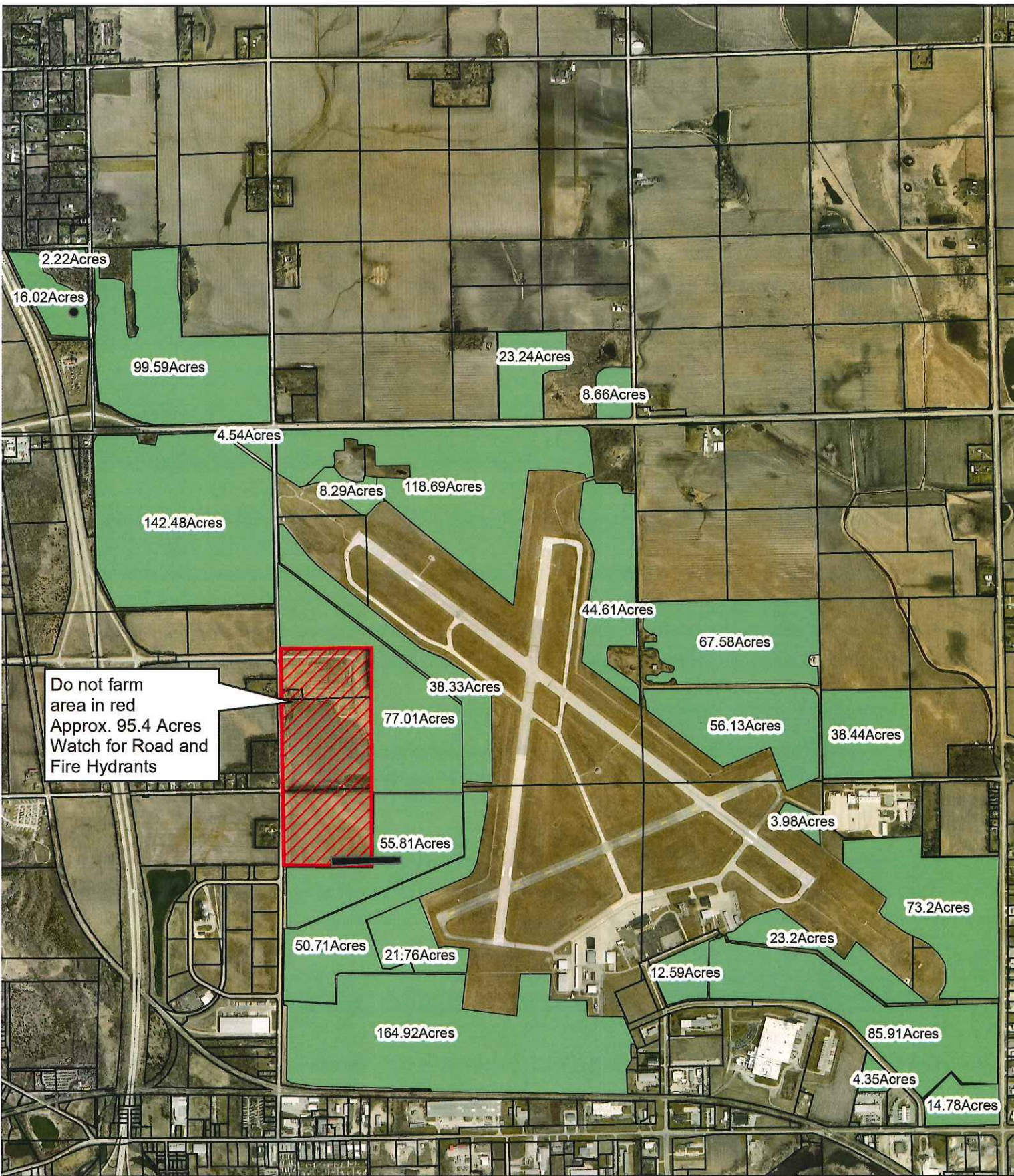
By: \_\_\_\_\_  
Arlene Humble, Chair  
Waterloo Regional Airport Board

\_\_\_\_\_  
Proposer / Offeror

STATE OF IOWA            )  
  ) ss.  
BLACK HAWK COUNTY    )

This instrument was acknowledged before me on \_\_\_\_\_, 2022, by Keith Kaspari, Airport Director, City of Waterloo, Iowa \_\_\_\_\_.

\_\_\_\_\_  
Notary Public



## Waterloo Regional Airport Airport Lease

1,257.04 Total Acres



Note:  
This map data source is Black Hawk County.  
This map does not represent a survey, no liability  
is assumed for the accuracy of the data delineated herein,  
either expressed or implied by Black Hawk County, the  
Black Hawk County Assessor, or their employees.  
The City of Waterloo makes no warranty, express or  
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plats, surveys, recorded deeds, etc. located at the  
Black Hawk County Assessor's Office for complete  
and accurate information.