



**Tillable Farmland  
and  
Mowing, Baling and Removal  
of Hay from Grassland**

**PROPOSAL DUE DATE:  
DECEMBER 10, 2021  
10:00 A.M.**

**DUBUQUE REGIONAL AIRPORT  
TODD DALSING  
AIRPORT DIRECTOR  
11000 AIRPORT RD  
DUBUQUE IA 52003**

## REQUEST FOR PROPOSALS

The Dubuque Regional Airport will receive sealed proposals for cash rent for farm and hay ground located near the Dubuque Regional Airport for a three-year period beginning January 1, 2022 and ending on December 31, 2024. This consists of approximately **315** acres of Tillable Farmland and Mowing, Baling, and Removal of Hay from approximately **342** acres of grassland owned by the City of Dubuque at the Dubuque Regional Airport and legally described as shown on the attached Exhibit A. Bidders are encouraged to submit proposals for location #1 and location #2, or for both locations. Bidders do not have to submit proposals for both locations and separate contracts may be awarded for each location.

**No pre-bid meeting will be held.**

Terms:

1. The attached Exhibit A shows an approximate number of acres available for tillable farmland and grassland. Prospective bidders are encouraged to make an on-site visit to the Property. The grassland has been maintained and mowed for the past several years and a couple of crops of hay have been harvested on a yearly basis.
2. Total annual cash rent for tillable farmland must be received by the Airport of 50% due on or before May 1<sup>st</sup> of each year and the remaining 50% due on or before October 1<sup>st</sup>, of that year. Total annual cash rent for grassland must be received by the Airport prior to the first harvest each year.
3. All Airport crop and grassland must be maintained in a manner consistent with good husbandry, seeking to obtain the best crop production that the soil and crop season will permit, and all crops must be harvested on a timely basis and in accordance with the Federal Aviation Administration's Wildlife Hazard Management Program (WHMP) advisory circulars.

**A. Vegetative Buffer Strips**

The City of Dubuque has installed (or will install) vegetative buffer strips adjacent to waterways to protect against erosion and to maintain high water quality. Bidders are required to keep these buffer strips intact, and to accommodate access for City of City's contractor(s) to maintain the buffer strip.

**B. No-Crop Buffer Zone**

The Dubuque Regional Airport has a required 1,000-foot crop buffer zone surrounding runway environments inside the perimeter fence.

### C. Grass Height Management

The WHMP requires the Airport to maintain grass areas at a specific height. Birds tend to avoid areas with taller grass as they have difficulty watching for predators and prey. Grassland must be cut in its entirety at least twice per year.

4. The Airport is part of the Catfish Creek Watershed and as such, may give preference to bidders who implement sustainable land management practices.

#### A. Cover Crops

Bidders are highly encouraged to use sustainable farming practices including the use of cover crops. Bidders should identify any potential plans for cover crop use in their proposal. Preference will be given to those who use cover crops in their farming practices (See proposal sheet).

#### B. No Till

Bidders are highly encouraged to use sustainable farming practices including the use of No Till. Bidders should identify any potential plans for No Till use. Preference will be given to those who utilize No Till farming practices. (See proposal sheet).

### C. Fertility Management and Use of Pesticides

The City of Dubuque manages its public spaces through an Integrated Pest Management program. While not required, sustainable fertility management practices (such as aged manure or cover crops) that limit or eliminate the use of synthetic fertilizers will be given preference.

5. The City of Dubuque make no guarantee as to the quality and the quantity of the hay, to the presence of any foreign materials, or to the contaminants that may be contained in the hay and assumes no responsibility for the hay harvested from the properties.
6. Mowing, baling, and removal of hay must take place in its entirety, but not limited to, twice per season in coordination with Airport Staff.
7. All baled hay shall be removed from Airport property within seven days of being baled or as negotiated with Airport Staff. No bales shall be left in any Safety Areas and must be removed by end of each workday from the Safety Areas. No bales will be stored at the Airport.
8. Harvesting operations shall not occur during periods when resultant wheel ruts would cause possible drainage, erosion, or compaction problems. Costs for repair by the City of Dubuque of such operations will be recovered from the successful bidder. The successful bidder agrees to pay the City of Dubuque for damages for

mowing or harvesting hay or the removal of crops, including but not limited to damage to fences, signs, landscape plantings, or other features in such properties.

9. The successful bidder for each location will be required to sign an agreement with the City of Dubuque.
10. The successful bidder, and all their employees working on Airport property, will be required to attend and pass the "Pedestrian and Vehicle Operators Non-Movement Area Training" provided free of charge by Airport Staff. All perimeter fence access gates must always remain close other than when entering or exiting Airport property with farm equipment.
11. Contracts will be awarded for a three-year term starting January 1, 2022, and ending December 31, 2024.
12. Bradley Right of First Refusal. Beginning January 1, 2015, Brian and Jeffrey Bradley (Bradley) shall have a right of first refusal to lease the Property shown in Exhibit A. So long as Airport leases all or any part of this land, Bradley shall have the first right of first refusal and privilege of leasing it at the same price and upon the same terms and conditions for which Airport is willing to lease the real estate to any other person, firm or corporation. Airport agrees that each year beginning January 1, 2015 and ending December 31, 2026, it will give notice in writing by certified mail to Bradley, setting forth the name and address of the Prospective Lessee, the lease price and all of the other terms of the lease and thereafter, Bradley shall have a period of thirty (30) days in which to notify Airport in writing by certified mail to Airport Director, Dubuque Regional Airport, 11000 Airport Road, Dubuque Iowa 52003-9555 of Bradley's decision to lease the real estate for the same price and upon the same terms and conditions. This right of first refusal shall be considered a covenant running with Airport's land for the benefit of Bradley. The provisions of this Paragraph shall be subordinate to any rights to rent the described parcels held by other persons under existing agreements.
13. Connolly Right of First Refusal. Per the condition of the Real Estate Contract Offer Acceptance dated January 29, 1998, the Dubuque Regional Airport (Airport) granted to Michael Connolly (Connolly) a right of first refusal to lease the property shown as area "L" and noted with "hash marks" on Exhibit A and Airport's existing cropland lying adjacent on the east side of the land sold under the January 29, 1998, contract. So long as Airport leases all or any part of this land, Connolly shall have right of first refusal and privilege of leasing it at the same price and upon the same terms and conditions for which Airport is willing to lease the real estate to any other person, firm or corporation. Airport agrees that each year it will give notice in writing by certified mail to Connolly setting forth the name and Prospective Tenant, the lease price and all the other terms of the lease and there-after, Connolly shall have a period of thirty (30) days in which to notify Airport in writing by certified mail to Airport Director, Dubuque Regional Airport, 11000 Airport Road,

Dubuque Iowa 52003-9555 of Connolly's decision to lease the real estate for the same price and upon the same terms and conditions. This right of first refusal shall be considered a covenant running with Airport's land for the benefit of the current and future owners of the Connolly real estate.

14. This agreement may be terminated by the Airport upon 30 days' written notice by Airport to successful bidder, in the event Airport elects to develop or use for aeronautical purposes any portion of the property leased. In the event any such termination occurs while crops are "in the field", successful bidder shall be reimbursed for any crops lost at market value, less harvesting and sales expenses.
15. The acreage of cropland is conservatively estimated by City Staff based on data from the City of Dubuque GIS Department. Any disagreement as to the number of acres shall be resolved by both parties accepting the survey results of an Iowa licensed land surveyor commissioned by either party, or jointly, with neither party required to participate in the costs of the survey if commissioned unilaterally by the other party. Absent a survey, the quantity of acres shown in Exhibit A shall be used.
16. Proposals must be received prior to 10:00 a.m. December 10, 2021. The proposal(s) shall be enclosed in a sealed envelope sent or delivered to:

**DUBUQUE REGIONAL AIRPORT FARMLAND RENT PROPOSAL**

**DUBUQUE REGIONAL AIRPORT  
ATTN: TODD DALSING  
11000 AIRPORT RD  
DUBUQUE IA 52003**

17. The recommended proposal will be presented to the Dubuque Regional Airport Commission for acceptance. The City's insurance requirements are attached to this request as Exhibit B.
18. The City reserves the right to reject any and all proposals and waive minor informalities and to select the proposal determined to be in the best interest of the City. If you have any questions or need additional information, please feel free to contact Airport Director, Todd Dalsing at 563-589-4233.

## **PROPOSAL SHEET**

I, the undersigned, submit the following proposal to cash rent the tillable acres of farmland and/or hay grassland at the locations specified in the proposal document package, under the following terms and conditions:

1. Attached hereto I have included two (2) letters of reference as to my farming ability.
2. I agree that, if I am the successful bidder, I will execute a lease in substantially the form provided me in the Proposal Specification Packet, and I will meet and comply with all terms and conditions contained therein including the provision for payment of rent.

Bidders are encouraged to submit proposals for location #1, location #2, or both location #1 and location #2. Bidders do not have to submit proposals for both locations and separate contracts may be awarded for each location.

**Location #1:**

**Dubuque Regional Airport Grassland Area (mowing, baling and removal of hay), Dubuque Iowa**

**Bid Amount: \$ \_\_\_\_\_ Per Acre (Do not bid per ton or bale)**

**Location #2:**

**Dubuque Regional Airport Tillable Farmland, Dubuque Iowa**

**Bid Amount: \$ \_\_\_\_\_ Per Acre**

## **PROPOSAL SHEET (CONTINUED)**

Please use this area to identify any potential plans to incorporate the identified sustainable land management practices into your management of the land (listed under Terms, No. 3, A – C, pages 2 – 3). These plans should be incorporated into your approved farm conservation plan. Separate from ranking proposals based on financial proposal per acre, applicants may receive preference points as follows:

One (1) preference point for plans to implement each of the identified best practices A – C, up to a maximum of three (3) points, plus one (1) additional preference point if Cover Crops and No Till strategies are implemented together. The total number of preference points available is four (4).

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

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

Phone:

E-Mail:

Signature:

Date:

## **EXHIBIT B**

### **AIRPORT INSURANCE SCHEDULE D**

1. \_\_\_\_\_ shall furnish a signed certificate of insurance to the Dubuque Regional Airport for the coverage required in Exhibit I prior to contract or lease commencement. Tenant shall submit an updated certificate annually. Each certificate shall be prepared on the most current ACORD form approved by the Department of Insurance or an equivalent approved by the Airport Manager. Each certificate shall include a statement under Description of Operations as to why issued. E.g.: Lease of Farmland and Grassland at Dubuque Regional Airport.
2. All policies of insurance required hereunder shall be with an insurer authorized to do business in Iowa and all insurers shall have a rating of A or better in the current A.M. Best's Rating Guide.
3. Each certificate shall be furnished to the Dubuque Regional Airport, 11000 Airport Rd, Dubuque IA 52003
4. Failure to provide minimum coverage shall not be deemed a waiver of these requirements by the City of Dubuque. Failure to obtain or maintain the required insurance shall be considered a material breach of this contract/lease.
5. All required endorsements to various policies shall be attached to certificate of insurance.
6. Whenever a specific ISO form is listed, the current edition of the form must be used unless an equivalent form is approved by the Airport Manager and subject to the tenant identifying and listing in writing all deviations and exclusions that differ from the ISO form.
7. The tenant shall be required to carry the minimum coverage/limits, or greater if required by law or other legal agreement, in Exhibit I.
8. If the tenant's limits of liability are higher than the required minimum limits then the tenant's limits shall be lease required limits.
9. Tenant shall be responsible for deductibles and self-insured retention for payment of all policy premiums and other costs associated with the insurance policies required below.
10. All certificates of insurance must include agents name, phone number, and email address.
11. The City of Dubuque, the Dubuque Regional Airport and the Dubuque Regional Airport Commission reserve the right to require complete, certified copies of all required insurance policies, including endorsements, required by this Schedule at any time.
12. The City of Dubuque, the Dubuque Regional Airport and the Dubuque Regional Airport Commission reserve the right to modify these requirements, including limits, based on changes in the risk or other special circumstances during the term of the agreement, subject to mutual agreement of the parties.

## EXHIBIT I

**A) DWELLING, OTHER BUILDINGS:** Value: \$ \_\_\_\_\_

- 1) Included the City of Dubuque as Lender Loss Payable.
- 2) Written on replacement cost basis.
- 3) Form HO-3

**B) FARM LIABILITY:**

Farm Liability Per Occurrence	\$1,000,000
Farm Liability Aggregate	\$1,000,000
Personal Injury & Advertising Injury	\$1,000,000
Products-Completed Operations Liability	\$1,000,000
Medical Payments to Public	\$5,000
Medical Payments to Farm Employees	\$5,000
 Pollution Liability Coverage	 \$1,000,000

- 1) Include additional insured endorsement for:  
The City of Dubuque, the Dubuque Regional Airport, and the Dubuque Regional Airport Commission, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees and volunteers. Use ISO form CG 20 10 (Ongoing operations) or its equivalent.
- 2) Pollution Liability shall include chemical application, storage, transportation, environmental damage clean-up.

**C) WORKERS COMPENSATION**

If Employees:  Yes  No

If, by Iowa Code Section 85.1A, the Tenant is not required to purchase Workers' Compensation Insurance, the Tenant shall have a copy of the State's Nonelection of Workers' Compensation or Employers' Liability Coverage form on file with the Iowa Workers' Compensation Insurance Commissioner, as required by Iowa Code Section 87.22. Completed form must be attached.

**D) ENVIRONMENTAL IMPAIRMENT LIABILITY OR POLLUTION LIABILITY**

Coverage required:  Yes  No

- 1) Include additional insured endorsement for:  
The City of Dubuque, the Dubuque Regional Airport, and the Dubuque Regional Airport Commission, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees and volunteers. Use ISO form CG 20 10 (Ongoing operations) or its equivalent.
- 2) Pollution Liability shall include chemical application, storage, transportation, environmental damage clean up.

## DBQ AIRPORT FARM LEASE

THIS LEASE ("Lease") is made between **Dubuque Regional Airport** ("Landlord"), whose address for the purpose of this Lease is **11000 Airport Road, Dubuque, Iowa 52003** and

\_\_\_\_\_ ("Tenant"), whose address for the purpose of this Lease is

### THE PARTIES AGREE AS FOLLOWS:

**1. PREMISES AND TERM.** Landlord leases to Tenant the following real estate situated in Dubuque County, Iowa (the "Real Estate"):

Table mound Township Section 26 & 35 (**Reference attached FARM LEASE EXHIBIT depicting areas and acreage rented**).

#### **Tillable acres:**

Containing minimum **315 tillable acres**, more or less, with possession by Tenant for a term of 3 (three) years to commence on **January 1, 2022**, and end on **December 31, 2024**. The Tenant has had or been offered an opportunity to make an independent investigation as to the acres and boundaries of the premises. If possession cannot be delivered within fifteen (15) days after commencement of this Lease, Tenant may terminate this Lease by giving the Landlord notice in writing.

#### **Grass Acres:**

Containing minimum **342 grass acres**, more or less, with possession by Tenant for a term of 3 (three) years to commence on **January 1, 2022**, and end on **December 31, 2024**. The Tenant has had or been offered an opportunity to make an independent investigation as to the acres and boundaries of the premises. If possession cannot be delivered within fifteen (15) days after commencement of this Lease, Tenant may terminate this Lease by giving the Landlord notice in writing. **Mowing, baling, and removal of hay must take place in its entirety, but not limited to, twice per season in coordination with Airport Director.** \_\_\_\_\_ Initials \_\_\_\_\_ Initials

**All baled hay shall be removed from Airport property within seven days of being baled or as negotiated with Airport Director. No bales shall be left in any Safety Areas and must be removed by end of each workday from the Safety Areas. No bales shall be stored at the Airport.** \_\_\_\_\_ Initials \_\_\_\_\_ Initials

**2. RENT.** Tenant shall pay to Landlord as rent for the Real Estate (the "Rent"): a. Total annual cash rent as follows:

#### **Tillable Acres:**

50% due on 1<sup>st</sup> day of May each year = \$\_\_\_\_\_ Initials \_\_\_\_\_ Initials  
50% due on 1<sup>st</sup> day of October each year = \$\_\_\_\_\_ Initials \_\_\_\_\_ Initials

#### **Grass Acres:**

100% due prior to first harvest each year = \$\_\_\_\_\_ Initials \_\_\_\_\_ Initials

All Rent is to be paid to Landlord at the address above or at such other place as Landlord may direct in writing. Rent must be in Landlord's possession on or before the due date. Participation of this farm in any offered program by the U.S. Department of Agriculture or any state for crop production control or soil conservation, the observance of the terms and conditions of this

program, and the division of farm program payments, requires Landlord's consent. Payments from participation in these programs shall be divided 0 % Landlord 100 % Tenant. Governmental cost-sharing payments for permanent soil conservation structures shall be divided 0 % Landlord 100 % Tenant. Crop disaster payments shall be divided 0 % Landlord 100 % Tenant.

**3. LANDLORD'S LIEN AND SECURITY INTEREST.** As security for all sums due or which will become due from Tenant to Landlord, Tenant hereby grants to Landlord, in addition to any statutory liens, a security interest as provided in the Iowa Uniform Commercial Code and a contractual lien in all crops produced on the premises and 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 above described premises 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 shall also sign any additional forms required to validate the security interest in government program payments.

Tenant shall not sell such crops unless Landlord agrees otherwise. Tenant shall notify Landlord of Tenant's intention to sell crop at least three (3) business days prior to sale of the crop (with business days being described as Monday through Friday, except any Iowa or federal holidays). Tenant shall pay the full rent for the crop year in which the crop is produced, whether due or not, at the time of sale pursuant to Landlord's consent to release Landlord's security interests. Upon payment in full Landlord shall release Landlord's lien on the crop produced in that crop year on the premises. The parties agree that by the Landlord releasing the lien as to the crop in one year, the Landlord in no way releases the lien or agrees to release the lien in any prior or subsequent year.

Tenant shall sign and deliver to Landlord a list of potential buyers of the crops upon which Landlord has been granted a security interest in this lease. Unless Landlord otherwise consents, Tenant will not sell these crops to a buyer who is not on the potential list of buyers unless Tenant pays the full rent due for the crop year to the Landlord at or prior to the date of sale. Landlord may give notice to the potential buyers of the existence of this security interest. Landlord is further granted the power, coupled with an interest, to sign on behalf of Tenant as attorney-in-fact and to file one or more financing statements under the Iowa Uniform Commercial Code naming Tenant as Debtor and Landlord as Secured Party and describing the collateral herein specified. Tenant consents to the financing statement being filed immediately after execution of this Lease.

**4. INPUT COSTS AND EXPENSES.** Tenant shall prepare the Real Estate and plant such crops in a timely fashion as may be directed by Landlord. Tenant shall only be entitled to pasture or till those portions of the Real Estate designated by Landlord. All necessary machinery and equipment, as well as labor, necessary to carry out the terms of this lease shall be furnished by and at the expense of the Tenant. The following materials, in the amounts required by good husbandry, shall be acquired by Tenant and paid for by the parties as follows:

	Landlord %	Tenant %
(1) Commercial Fertilizer		100
(2) Lime and Trace Minerals		100
(3) Herbicides		100
(4) Insecticides		100
(5) Seed		100

(6) Seed Cleaning	_____	100
(7) Harvesting and/or Shelling	_____	100
(8) Grain Drying Expense	_____	100
(9) Grain Storage Expense	_____	100
(10) Other	_____	100

Phosphate and potash on oats or beans shall be allocated NA % the first year and NA % the second year, and on all other crops allocated NA % the first year and NA % the second year. Lime and trace minerals shall be allocated over NA years. If this Lease is not renewed, and Tenant does not therefore receive the full allocated benefits, Tenant shall be reimbursed by Landlord to the extent Tenant has not received the benefits. Tenant agrees to furnish, without cost, all labor, equipment and application for all fertilizer, lime, trace minerals and chemicals NA

**5. PROPER HUSBANDRY; HARVESTING OF CROPS; CARE OF SOIL, TREES, SHRUBS AND GRASS.** Tenant shall farm the Real Estate in a manner consistent with good husbandry, seek to obtain the best crop production that the soil and crop season will permit, properly care for all growing crops in a manner consistent with good husbandry, and harvest all crops on a timely basis. In the event Tenant fails to do so, Landlord reserves the right, personally or by 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, as part of the Rent. Tenant shall timely control all weeds, including noxious weeds, weeds in the fence rows, along driveways and around buildings throughout the premises.

Tenant shall comply with all terms of the conservation plan and any other required environmental plans for the leased premises.

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.

Upon request from the Landlord, Tenant shall by August 15th of each lease year provide to the Landlord a written listing showing all crops planted, including the acres of each crop planted, fertilizers, herbicides and insecticides applied showing the place of application, the name and address of the applicator, the type of application and the quantity of such items applied on the lease premises during such year, including all digital data provided by tenant's program.

Tenant shall distribute upon the poorest tillable soil on the Real Estate, unless directed otherwise by Landlord, all the manure and compost from the farming operation suitable to be used.

Tenant shall not remove from the Real Estate, nor burn, any straw, stalks, stubble, or similar plant materials, all of which are recognized as the property of Landlord. Tenant may use these materials, however, upon the Real Estate for the farming operations. Tenant shall protect all trees, vines, and shrubbery upon the Real Estate from injury by Tenant's cropping operation or livestock.

Tenant shall maintain accurate yield records for the real estate, and upon request, during or after lease term, shall disclose to Landlord, all yield base information required for participation in government program

**6. ENVIRONMENTAL.** Landlord. To the best of Landlord's knowledge today:

Neither Landlord nor, Landlord's former or present tenants, are subject to any investigation

concerning the premises by any governmental authority under any applicable federal, state, or local codes, rules, and regulations pertaining to air and water quality, the handling, transportation, storage, treatment, usage, or disposal of toxic or hazardous substances, air emissions, other environmental matters, and all zoning and other land use matters.

Any handling, transportation, storage, treatment, or use of toxic or hazardous substances that has occurred on the premises has been in compliance with all applicable federal, state, and local codes, rules, and regulations.

No leak, spill release, discharge, emission, or disposal of toxic or hazardous substances has occurred on the premises.

The soil, groundwater, and soil vapor on or under the premises is free of toxic or hazardous substances except for chemicals (including without limitation fertilizer, herbicides, insecticides) applied in conformance with good farming methods, applicable rules and regulations and the label directions of each chemical.

Landlord shall hold Tenant harmless against liability for removing solid waste disposal sites existing at the execution of this Lease, with the exception that Tenant shall be liable for removal of solid waste disposal sites to the extent that the Tenant created or contributed to the solid waste disposal site at any time.

Landlord shall assume liability and shall indemnify and hold Tenant harmless against any liability or expense arising from any condition which existed, whether known or unknown, at the time of execution of the lease which is not a result of actions of the Tenant or which arises after date of execution, but which is not a result of actions of the Tenant.

Landlord shall disclose in writing to Tenant the existence of any known wells, underground storage tanks, hazardous waste sites, and solid waste disposal sites. Disclosure may be provided by a properly completed groundwater hazard statement to be supplemented if changes occur.

Tenant. Tenant shall comply with all applicable environmental laws concerning application, storage, and handling of chemicals (including, without limitation, herbicides and 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) (may not) be stored on the premises for more than one year. Farm chemicals for use on other properties (may) (may not) be stored on this property. Chemicals stored on the premises shall be stored in clearly marked, tightly closed containers. No chemicals or chemical containers will be disposed of on the premises. Application of chemicals for agricultural purposes per manufacturer's recommendation shall not be construed to constitute disposal.

Tenant shall employ all means appropriate to ensure 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 (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 on appropriate fields at times and in quantities consistent with environmental protection requirements. Tenant shall not dispose of waste oil, tires, batteries, paint, other chemicals, or containers anywhere on the premises. Solid waste may not be disposed of on the premises. Dead livestock may not be buried on the premises. Tenant shall not use waste oil to suppress dust on any roads on or near the premises. No underground storage tanks shall be maintained on the premises.

Tenant shall immediately notify Landlord of any chemical discharge, leak, or spill which occurs on premises (see DBQ Airport SPCC). Tenant shall assume liability and shall indemnify and hold Landlord harmless for any claim or violation of standards which results from Tenant's use

of the premises. 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 violations which occurred during the term of this Lease.

**In the absence of selection of an alternative where choices are provided in this paragraph 6, the choice of the word "may" shall be presumed unless that presumption is contrary to applicable environmental laws and regulations.**

**7. TERMINATION OF LEASE.** This Lease shall automatically renew upon expiration from year-to-year, upon the same terms and conditions unless either party gives due and timely written notice to the other of an election not to renew this Lease. If renewed, the tenancy shall terminate on December 31st of the same year, provided that the tenancy shall not continue because of an absence of notice in the event there is a default in the performance of this Lease. All notices of termination of this Lease shall be as provided by law.

**8. POSSESSION AND CONDITION AT END OF TERM.** At the termination of this Lease, Tenant will relinquish possession of the Real Estate to the Landlord. If Tenant fails to do so, Tenant agrees to pay Landlord \$100.00 per day, as liquidated damages until possession is delivered to Landlord. At the time of delivery of the Real Estate to Landlord, Tenant shall assure that the Real Estate is in good order and condition, and substantially the same as it was when received by Tenant at the commencement of this Lease, excusable or insurable loss by fire, unavoidable accidents, and ordinary wear, excepted.

**9. LANDLORD'S RIGHT OF ENTRY AND INSPECTION.** In the event notice of termination of this Lease has been properly served, Landlord may enter upon the Real Estate or authorize someone else to enter upon the Real Estate to conduct any normal tillage or fertilizer operation after Tenant has completed the harvesting of crops even if this is prior to the date of termination of the lease. Landlord may enter upon the Real Estate at any reasonable time for the purpose of viewing or seeding or making repairs, or for other reasonable purposes.

**10. VIOLATION OF TERMS OF LEASE.** If Tenant or Landlord violates the terms of this Lease, the other may pursue the legal and equitable remedies to which each is entitled. Tenant's failure to pay any Rent when due shall cause all unpaid Rent to become immediately due and payable, without any notice to or demand upon Tenant.

**11. REPAIRS.** Tenant shall maintain the fences on the leased premises in good and proper repair. Landlord shall furnish necessary materials for repairs that Landlord deems necessary within a reasonable time after being notified of the need for repairs. Tenant shall haul the materials to the repair site without charge to Landlord.

**12. NEW IMPROVEMENTS.** All buildings, fences and improvements of every kind and nature that may be erected or established upon the Real Estate during the term of the Lease by the Tenant shall constitute additional rent and shall inure to the Real Estate, becoming the property of Landlord unless the Landlord has agreed in writing prior to the erection that the Tenant may remove the improvement at the end of the lease.

**13. WELL, WINDMILL, WATER AND SEPTIC SYSTEMS.** Tenant shall maintain all well, windmill, water, and septic systems on the Real Estate in good repair at Tenant's expense except damage caused by windstorm or weather. Tenant shall not be responsible for replacement or installation of well, windmill, water, and septic systems on the Real Estate, beyond ordinary maintenance expenses. Landlord does not guarantee continuous or adequate supplies of water for the premises.

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

**15. NO AGENCY.** Tenant is not an agent of the Landlord.

**16. 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.

**17. 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 executed by both parties as addendum to this Lease.

**18. CONSTRUCTION.** Words and phrases herein, including the acknowledgment, are construed as in the singular or plural and as the appropriate gender, according to the context.

**19. NOTICES.** The notices contemplated in this Lease shall be made in writing and shall either be delivered in person, or be mailed in the U.S. mail, certified mail to the recipient's last known mailing address, except for the notice of termination set forth in Section 9, which shall be governed by the Code of Iowa.

**20. ASSIGNMENT.** Tenant shall not assign this Lease or sublet the Real Estate or any portion thereof without prior written authorization of Landlord.

**21. CERTIFICATION.** Tenant certifies that it is not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by any Executive Order or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person" or any other banned or blocked person, entity, nation or transaction pursuant to any law, order, rule or regulation that is enforced or administered by the Office of Foreign Assets Control; and it is not engaged in this transaction, directly or indirectly on behalf of, or instigating or facilitating this transaction, directly or indirectly on behalf of, any such person, group, entity or nation. Tenant hereby agrees to defend, indemnify, and hold harmless Landlord from and against any and all claims, damages, losses, risks, liabilities and expenses (including attorney's fees and costs) arising from or related to any breach of the foregoing certification.

## **22. ADDITIONAL PROVISIONS.**

**22.1** Tenant shall utilize contour cultivation and other generally accepted husbandry techniques to minimize erosion and shall follow NRCS Programs to minimize soil loss and impact regardless of if they participate in the program or not.

**22.2** No mining or harvest of trees shall be done without prior written consent of the City of Dubuque.

**22.3** Tenant assumes all liability and shall defend, indemnify, and hold harmless the City of Dubuque, its officials and employees for all causes of action arising out of the use of said property.

**22.4** It is expressly understood that said ground is rented for the production and harvesting only of corn and/or small grains production; and that all stover must remain in place. Tenant shall maintain during the term of this Lease insurance as set forth in the City's standard Insurance Schedule D or most current schedule at time of lease for Farm Tenant.

**22.5** Tenant must comply with Airport Drivers Training Program for Movement and Non-

Movement Area program.

**22.6** Tenant must comply with Airport Wildlife Hazard Management program.

**22.7** Tenant must comply with Airport Storm Water Pollution and Prevention Plan (SWPPP).

**22.8** Tenant must comply with Airport Spill Prevention Control and Countermeasure plan (SPCC).

DATED: \_\_\_\_\_

TENANT:

LANDLORD:

\_\_\_\_\_  
Todd Dalsing, Airport Director

STATE OF \_\_\_\_\_, COUNTY OF \_\_\_\_\_

This record was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

By \_\_\_\_\_.

\_\_\_\_\_  
Signature of Notary Public

# Dubuque Regional Airport

## EXHIBIT A

