

CITY OF MINNETRISTA

CONSENT AGENDA ITEM



Subject: Approval of agreement renewal for Trista Fields property with Mr. Bryan Sicheneder

Prepared By: Allie Polsfuss, Director of Administration

Meeting Date: March 17, 2025

Issue:

The City of Minnetrista leases vacant land adjacent to City Hall for farming purposes, and wishes to enter into an extension with Mr. Bryan Sicheneder.

Overview:

The City of Minnetrista has leased the Trista Fields land (previously called Gale property) located just west of Minnetrista City Hall for over 10+ years. The terms and conditions of the agreement (attached) are the same as last year. The lease term is until November 30, 2025. At that time, Xcel will be leasing the land until 2027.

Fiscal Impact

This year's lease agreement price will be \$2,251.00.

Recommended Action: Motion to approve a renewal lease agreement with Mr. Bryan Sicheneder at the Trista Fields property adjacent to Minnetrista City Hall for farming purposes at a cost of \$2,251.00 with effective lease dates from February 1, 2025 through November 30, 2025.

Mission Statement:

The City of Minnetrista will deliver quality services in a cost effective and innovative manner and provide opportunities for a high quality of life while protecting natural resources and maintaining a rural character.

CITY PROPERTY LEASE AGREEMENT

THIS LEASE (the “Lease”), is effective this 1st day of February, 2025, by and between the city of Minnetrista, a municipal corporation under the laws of Minnesota (the “City”), and Bryan Sicheneder (the “Tenant”).

1. Property Description. The City hereby rents to the Tenant in consideration of the rents and promises hereinafter described the property (the “Property”) generally described as the parcel on Co. Rd. 110W containing approximately 16.3 acres and located immediately west of Minnetrista City Hall. The Property is legally described and depicted on Exhibit A attached hereto.
2. Term. The term of this Lease is from February 1, 2025 and terminating on November 30, 2025.
3. Rent. The annual rent due under this Lease is \$2,251.00 with the rent payable at the time of execution of this Lease.
4. City Obligations. The City shall peaceably allow the Tenant to occupy the Property for normal and customary farming practices. The Tenant shall have reasonable access to the Property 24 hours per day, seven days per week for such purposes.
5. Tenant Obligations. Tenant shall be responsible for paying or doing the following:
 - a. The Tenant shall occupy the Property for agricultural purposes only. The Tenant agrees to use normal and customary farming practices in the care and maintenance of the Property and, without limiting normal practices, keep the Property free of noxious weeds to the extent possible;
 - b. The Tenant agrees to comply with all statutes, ordinances, rules, orders, regulations, and requirements of the federal, state, county, municipal and other units of government regulating the use of the Property;
 - c. The Tenant shall allow access to the Property by the City and its agents during all reasonable hours for the purpose of examining the Property to ascertain compliance with the terms of this Lease and for any other lawful purpose;
 - d. The Tenant shall not remove or move any existing structures or improvements made to the Property by the City. The Tenant may not store equipment on the Property for periods exceeding one week without coordinating such storage with the City;
 - e. The Tenant shall not commit waste on the Property;

- f. Tenant shall refrain from using or applying any chemicals or products on Property except phosphorous in accordance with Minnesota Department of Agriculture rules, Minnesota Statutes Section 18C.110;
 - g. The Tenant shall plow back the Property prior to the termination of this Lease; and
 - h. This Lease does not entitle Tenant to allow or authorize use of Property by any party for recreational purposes, including but not limited to hunting or the riding of all terrain or similar recreational vehicles.
- 6. Independent Entities. The City does not retain the Tenant as an agent of the City. The Tenant does not retain the City as an agent of the Tenant. The City shall not provide to the Tenant, its agents or employees, any benefits or expenses, including, but not limited to, insurance for liability or property, or ordinary business expenses.
 - 7. Costs associated with Lease. The City is not responsible for paying any of the Tenant's costs associated with this Lease, including preparation of the Property for farming. The Tenant shall pay all costs related to farming the Property, including the cost of plowing the Property back prior to the termination of this Lease.
 - 8. Insurance. The Tenant shall acquire and maintain property and liability insurance adequate for the Tenant's use of the Property. The Tenant shall provide proof of insurance upon request by the City. The Tenant, while performing any service or function related to this Lease, agrees to indemnify, hold harmless and defend the City and all its agents and employees from any and all claims, demands, actions or causes of action of whatever nature or character arising out of or by reason of the execution or performance of this Lease or use of the Property.
 - 9. Assignment and Sublease Prohibited. The Tenant intends to farm the Property himself. The Tenant agrees that no assignment or sublease of the Property shall be effective without the prior written consent of the City.
 - 10. Surrender of Possession. The Tenant shall surrender the Property to the City in good condition and repair upon termination of the Lease, whether by lapse of time or otherwise.
 - 11. Termination Prior to Expiration. The City may, at any time after providing 90 days' written notice, terminate this Lease and take possession of the Property for any purpose deemed in the best interest of the City. The City shall allow the Tenant to remove crops with normal and customary farming practices or, if time does not so allow, return all rents paid for the year and compensate the Tenant at rates not exceeding the current market rate per acre for any crop planted but not harvested.
 - 12. Remedy. If the Tenant fails to pay the rent when due or fails to perform any of the promises contained in this Lease, the City may, after furnishing the Tenant with a 30-day written notice specifying the default, re-enter and take possession of the Property and hold the Property without such re-entering working a forfeiture of the rents to be paid by the Tenant

for the full term of the Lease. If default occurs during cropping season, the City will harvest any and all remaining crops and apply proceeds from the sale thereof to any rent payment due or other outstanding obligations of the Tenant to the City.

13. Tenant's Default. In the event of one of the following acts, the Tenant shall be in default:
- a. The Tenant fails, neglects, or refuses to pay rent or any other monies agreed to be paid, as provided in this Lease when those amounts become due and payable, and if such failure continues for five days after written notification by the City;
 - b. Any voluntary or involuntary petition or similar pleading, under any section of any bankruptcy act shall be filed by or against the Tenant or should any proceeding in a court or tribunal declare the Tenant insolvent or unable to pay debts;
 - c. The Tenant fails, neglects, or refuses to keep and perform any other conditions of this Lease and if such failure continues for a period of 30 days after written notification by the City; or
 - d. Should the Tenant make or attempt to make any assignment or sublease of any interest in the Lease or the Property without the prior written consent of the City.

In the event of any default or violation of this Lease continuing more than 30 days after written notification of default by the City to the Tenant, the City may terminate the Lease and enter into and take possession of the Property. Possession of the Property in these conditions does not relieve the Tenant of the obligation to pay rent and abide by all other conditions of the Lease.

In the event of any default or violation of the Lease continuing more than 30 days after written notification of default by the City to the Tenant, termination of the Lease and possession of the Property by the City, the City may lease the Property to another party without further obligations to the Tenant.

14. Loss and Damage. Tenant assumes and bears the risk of all loss and damage to the Property from any and every cause whatsoever, whether or not insured, except in the case of gross negligence or intentional misconduct on the part of the City, its employees, agents or contractors. No loss or damage to the Property or any part thereof shall impair any obligation of Tenant under this Lease and the Lease shall continue in full force and effect unless Tenant is unable to use the Property for the purposes intended under this Lease.
15. Limitation of Warranties and Liability. In no event shall the City be liable for special, incidental or consequential damages, including but not limited to lost profits, lost business opportunity, or damages related to Tenant's use or intended use of the Property.
16. Lease is Binding. This Lease shall be binding upon the parties hereto and their heirs, successors and assigns.

17. Notification. Notices related to this Lease shall be sent to the following addresses:

- a) As to the City: City of Minnetrista
7701 Co. Rd. 110 W
Minnetrista, MN 55364
Attn: Director of Administration
- b) As to the Tenant: Bryan Sicheneder
5350 Upland Ave
New Germany, MN 55367

or to such other address as either party may notify the other of pursuant to this section.

18. Entire Lease. It is understood that this Lease contains all agreements, promises, and understandings between the City and Tenant regarding the subject matter hereof. This Lease supersedes any prior agreements between the parties regarding the subject matter hereof and any prior lease related to the Property. No modification to this Lease is binding unless made in writing and signed by the City and the Tenant.

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and year first above written.

CITY OF MINNETRISTA

By: _____
Lisa Whalen, Mayor

Attest: _____
Ann Meyerhoff, City Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2025 by Lisa Whalen and Ann Meyerhoff, the mayor and city clerk, respectively, of the city of Minnetrista, a municipal corporation under the laws of Minnesota, on behalf of the municipal corporation.

Notary Public

Bryan Sicheneder, Tenant Signature

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____,
2025 by Bryan Sicheneder, Tenant.

Notary Public

EXHIBIT A

Legal Description and Depiction of Property

Lot 1, Block 2, Trista Fields, Hennepin County, Minnesota.