

**Memorandum  
Community Economic Development Department**



**To:** Thomas Thomas, City Manager  
**Subject:** Stegmiller Farm Lease  
**Date:** March 4, 2015

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CED staff has been approached by Mr. Todd Stegmiller, resident at 8220 Ridgewood Road, to lease the Ridgewood Business Park parcel to start an organic farm. Mr. Stegmiller is an engineer with Case/New Holland in Davenport, has a BA in Agricultural Engineering from Iowa State University, and currently farms on the weekends at another site in Illinois. The Ridgewood Business Park is an ideal location for him because it is adjacent to his home, but more importantly, it has not been farmed for 3+ years, which is a significant requirement to obtain USDA organic certification.

City staff from CED, Public Works, and Parks and Recreation met with Mr. Stegmiller on February 6<sup>th</sup> to learn about his proposal and the process to obtain USDA organic certification. At that time Public Works informed Mr. Stegmiller that the Ridgewood Business Park is a wetland mitigation site. City staff and Mr. Stegmiller met with representatives from the USDA and Rock Island County Soil and Water Conservation on February 13<sup>th</sup> to identify potential issues with farming adjacent to the wetland mitigation site.

Based on these meetings, City staff has been reassured that organic farming is a very positive and non-invasive agricultural use which is not only highly compatible with the adjacent wetlands mitigation area, but allows for a bit of income from a City-owned parcel which currently produces none. CED staff therefore requests approval of a one-year farm lease for the site to allow for organic farming. This could perhaps be a pilot program which the City could model future farm lease agreements and even use as a test case to develop an organic farming lease program for some of the City's larger agricultural parcels.

**RECOMMENDATION:** The CED Department recommends: 1) Council approval of the proposed lease agreement with Todd Stegmiller subject to minor modifications by the City Attorney; and 2) Council authorization for the City Manager to execute the contract documents.

**Submitted by:** Jeffery A. Eder, Assistant City Manager/CED Director  
Brandy Howe, AICP, Urban Planner

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**Approved by:** Thomas Thomas, City Manager

**CITY OF ROCK ISLAND  
FARM LEASE  
STEGMILLER**

**THIS AGREEMENT**, entered into this \_\_\_\_\_ day of March 2015 by and between the City of Rock Island (City), a municipality under the laws of the State of Illinois, and Mr. Todd Stegmiller (Operator) of 8220 Ridgewood Road, Rock Island, Illinois.

**THE PARTIES AGREE AS FOLLOWS:**

The City of Rock Island, in consideration of the terms specified herein, hereby leases to the Operator for agricultural purposes Parcel Number 11-326 in Blackhawk Township, City of Rock Island, Illinois.

1. **Term of Lease.** The term of this lease shall be for a period of one year beginning March 15, 2015 and ending March 14, 2016. Extensions must be placed in writing on this lease, and both parties agree that failure to execute an extension at least ninety days before the end of the current term shall be constructive notice of intent to allow the lease to expire.
2. **Purpose of the Lease.** The Operator shall have the right to use the property for the production of certified organic crops, as approved by the United States Department of Agriculture (USDA).
3. **Rent.** The Operator agrees to pay the City annual cash rent for the above described farm in the amount determined by the following method.
  - a. The annual cash rent shall be the sum of \$1,720. This represents 17.2 acres of cropland at \$100.00 per acre.
  - b. The rent shall be paid in full at the time of expiration of the lease on March 14, 2016.
4. **Area Designated as Cropland.** The Operator is prohibited from farming lands within the wetland mitigation area as depicted in Exhibit A. Farming activities within the identified buffer strip must conform to U.S. Army Corps of Engineers' standards.
5. **Government Payment.** The lessee is entitled to 100% of any government payment, if the farm is applicable.
6. **Operator Duties and Conditions.** Operator agrees to:
  - a. Farm the land in an efficient and steward-like manner. Crops shall be planted and harvested in a timely fashion as weather conditions permit. In the event Operator fails to do so, the City 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 Operator. In the case of termination of this agreement, the Operator shall not perform any tillage nor incur any other expense for the City for the following year's crop without prior written consent of the City.
  - b. Provide to the City production or yield information about harvest crops each year, such as may be required for participation in Farm Service Agency programs or for setting crop insurance actual production history yields, and using measurement methods acceptable for these purposes.

- c. Provide to the City a copy of the certificate indicating USDA Organic Certification.
  - d. Comply with pollution control, water quality, and environmental protection requirements as required by local, state, and federal agencies, as well as to implement soil erosion control practices to comply with the soil loss standards mandated by local, state, and federal agencies.
  - e. Comply with all local, state, and federal laws and regulations governing activities related to the application of manure and the cultivation of crops and the compliance thereof.
  - f. Use reasonable efforts to control weeds in fields, fence rows, road ditches, and all other areas of the farm utilizing conventional tillage practices.
7. **Indemnification.** Operator does hereby agree to release, indemnify, defend, and hold the City harmless from any and all claims, causes of action, damage, liability and cost and expenses, including litigation costs and attorneys' fees, against or incurred by the City, and hereby further agrees to waive and release any and all claims or causes of action of every kind and nature whatsoever, both in law and equity, whether known, unknown, foreseen, unforeseen, which the undersigned, or anyone claiming through or against the undersigned, might have, including without limitation claims for personal injury, death or property damage resulting from, arising out of, or being in any way connected with the use of the subject property. This indemnity agreement shall also be effective to the maximum extent permitted by law.

OPERATOR

CITY

\_\_\_\_\_

\_\_\_\_\_

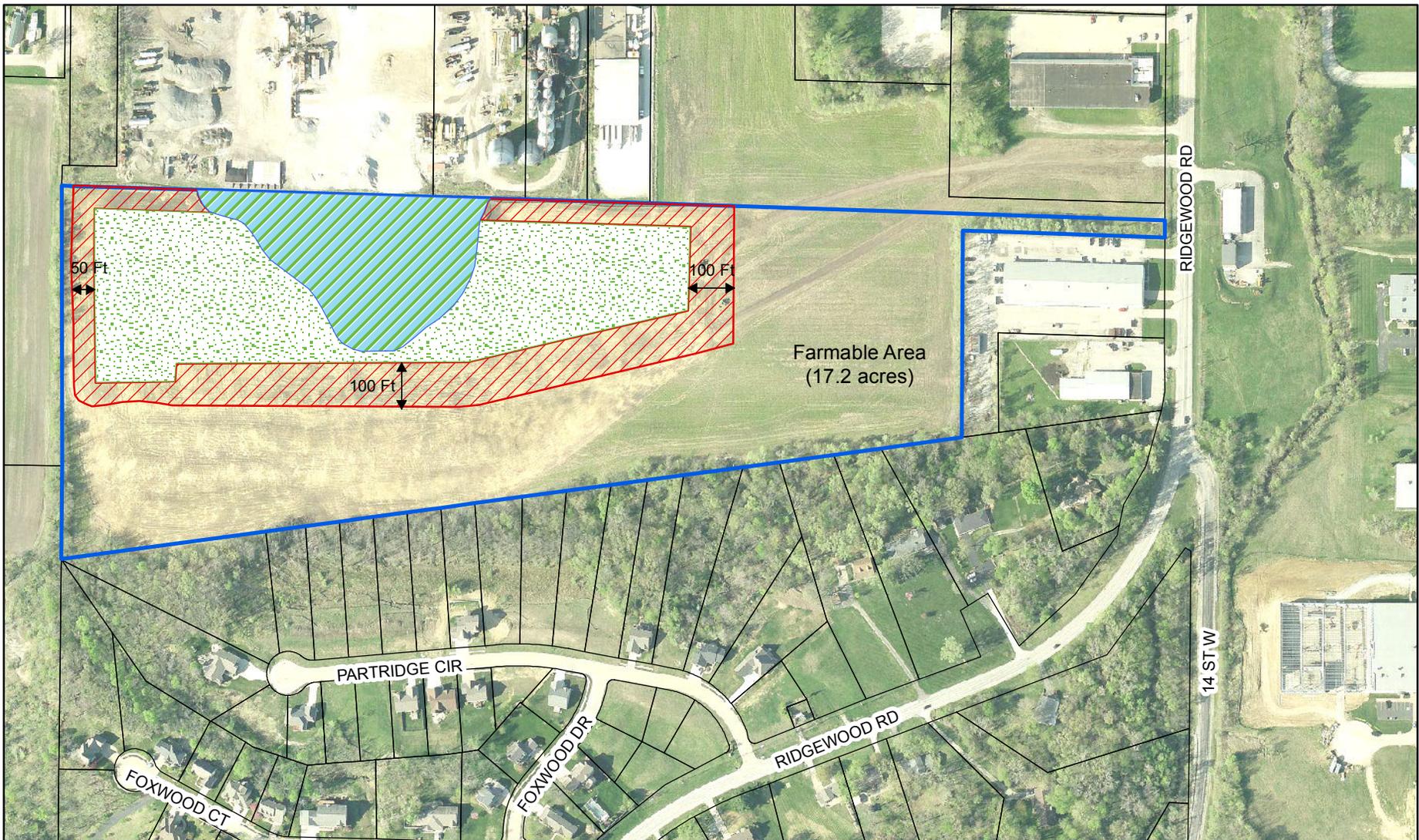
Todd Stegmiller

Thomas Thomas, City Manager

ATTEST

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Aleisha Patchin, City Clerk



# Exhibit A

-  Exiting Wetland
-  Future Wetland and Seeding Area
-  Buffer



Disclaimer: This map is not a substitute for an actual field survey or online investigation. The accuracy of the map is limited to the quality of the records from which it was assembled. The City of Rock Island makes no warranty concerning this information.

Created on: February 17, 2015

**LEASE EXTENSION**

**Extension No. 1**

This lease shall be extended from \_\_\_\_\_, 20\_\_\_\_, to \_\_\_\_\_, 20\_\_\_\_.

Signed \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_ Operator

\_\_\_\_\_ City

**Extension No. 2**

This lease shall be extended from \_\_\_\_\_, 20\_\_\_\_, to \_\_\_\_\_, 20\_\_\_\_.

Signed \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_ Operator

\_\_\_\_\_ City

**Extension No. 3**

This lease shall be extended from \_\_\_\_\_, 20\_\_\_\_, to \_\_\_\_\_, 20\_\_\_\_.

Signed \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_ Operator

\_\_\_\_\_ City

**Extension No. 4**

This lease shall be extended from \_\_\_\_\_, 20\_\_\_\_, to \_\_\_\_\_, 20\_\_\_\_.

Signed \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_ Operator

\_\_\_\_\_ City