

**Memorandum  
Community Economic Development Department**



**To:** Thomas Thomas, City Manager  
**Subject:** Stegmiller Farm Lease – Ridgewood Business Park  
**Date:** February 12, 2016

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Mr. Todd Stegmiller, resident at 8220 Ridgewood Road, entered into a lease agreement with the City in 2015 to operate an organic farm on parcel number 11-326 in Blackhawk Township, also known as the Ridgewood Business Park in the City of Rock Island. Mr. Stegmiller is an engineer with a B.A. in Agricultural Engineering from Iowa State University. In 2015, he received certification under the U.S. National Organic Program 7 CFR Part 205 as a producer of 100% organic soybeans at the Ridgewood Business Park site. Mr. Stegmiller would like to renew his lease agreement with the City to continue to farm the site as an organic farm. The proposed lease rate for the site for 2016 is \$87.75 per tillable acre for a total of \$1,268 annually for the site, which is consistent with the other City farm leases proposed for 2016. The lease agreement requires the operator to farm the land in an efficient and steward-like manner, including:

- Compliance with pollution control, water quality, and environmental protection requirements as required by local, state, and federal agencies;
- Compliance with all local, state, and federal laws and regulations governing activities related to the application of manure; and
- Control of weeds in fields, fence rows, road ditches, and all other areas of the farm utilizing conventional tillage practices.

As a reminder, 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 in February 2015 to identify potential issues with farming adjacent to the wetland mitigation site. Based on that meeting, City staff was reassured that organic farming is a very positive and non-invasive agricultural use that is compatible with the adjacent wetlands mitigation area.

**RECOMMENDATION:** The CED Department recommends City Council approve the lease agreement with Mr. Todd Stegmiller subject to minor modifications by the City Attorney and authorize 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



## Iowa Organic Certification Program

Iowa Department of Agriculture and Land Stewardship  
Wallace State Office Building, 502 East 9<sup>th</sup> Street  
Des Moines, IA 50319  
515/281-7656  
[www.iowaagriculture.gov](http://www.iowaagriculture.gov)

### Certificate of Organic Operation

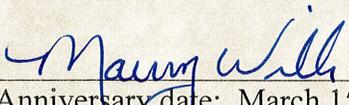
#### Crops

Todd Stegmiller  
Stegmiller Farms  
8220 Ridgewood Road  
Rock Island, IL 61201  
309/791-2525

The above named operation is Certified Organic under the U.S. National Organic Program 7 CFR Part 205 as a producer of the following 100% organic products:  
Soybeans

Organic Producer #: CA806TS  
Original Effective Date: September 25, 2015

*Once certified, a producer's organic certification continues in effect until it is surrendered, suspended, or revoked.*

  
Anniversary date: March 15, 2016  
(Submit next update application by this date)

C502PC-NO12



*This certificate must have a gold seal affixed to be authentic.*

**CITY OF ROCK ISLAND  
FARM LEASE  
STEGMILLER**

**THIS AGREEMENT**, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2016 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 1, 2016 and ending February 28, 2017.
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 \$1,268. This represents 14.45 acres of tillable cropland at \$87.75 per acre.
  - b. The rent shall be paid in full at the time of expiration of the lease on February 28, 2017.
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. **Lessor Duties.** If at any time during the term of this lease, the crop is destroyed due to expansion of a right of way, buildings, or access to timberland, the Lessor will reimburse the Operator for all expenses incurred and lost revenue using production average and a price of commodity at time of loss.
8. **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

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\_\_\_\_\_

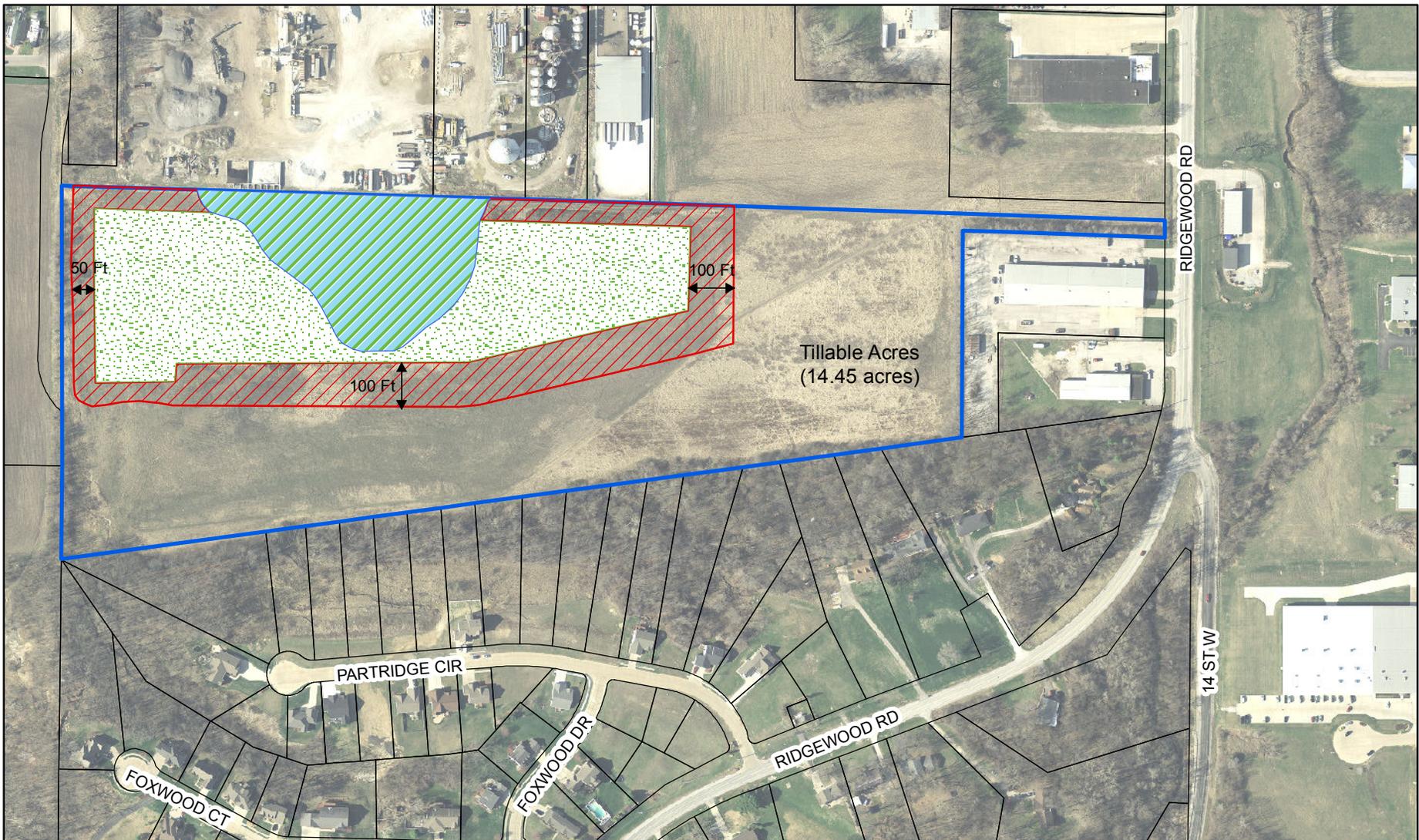
Todd Stegmiller

Thomas Thomas, City Manager

ATTEST

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Aleisha Patchin, City Clerk



## Exhibit A

-  Exiting Wetland
-  Future Wetland and Seeding Area
-  Buffer

0 55 110 220 330 Feet



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 12, 2016