

The Village of



VILLAGE OF PINGREE GROVE

ORDINANCE NO. 2010-04

**AN ORDINANCE AUTHORIZING THE VILLAGE MANAGER
TO LEASE CERTAIN REAL PROPERTY
FOR THE VILLAGE OF PINGREE GROVE,
KANE COUNTY, ILLINOIS**

PASSED BY THE PRESIDENT AND BOARD OF TRUSTEES
OF THE VILLAGE OF PINGREE GROVE, KANE COUNTY, ILLINOIS
THIS 16TH DAY OF FEBRUARY, 2010.

PUBLISHED IN PAMPHLET FORM BY AUTHORITY
OF THE PRESIDENT AND BOARD OF TRUSTEES
OF THE VILLAGE OF PINGREE GROVE, KANE COUNTY, ILLINOIS
ILLINOIS, THIS 16TH DAY OF Feb., 2010.

ORDINANCE NO. 2010-04

AN ORDINANCE AUTHORIZING THE VILLAGE MANAGER
TO LEASE CERTAIN REAL PROPERTY
FOR THE VILLAGE OF PINGREE GROVE,
KANE COUNTY, ILLINOIS

BE IT ORDAINED by the President and Board of Trustees of the Village of Pingree Grove, Kane County, Illinois, as follows;

WHEREAS, the Village of Pingree Grove is not a home rule municipality within Article VII, Section 6A of the Illinois Constitution and, pursuant to the powers granted to it under 65 ILCS 5/1-1 *et seq.*; and,

WHEREAS, the Village of Pingree Grove owns certain real property commonly known as the Harrison Property, and is desirous to enter into a lease for the said property, and

WHEREAS, the Village of Pingree Grove Board of Trustees have determined that this ordinance is necessary and advantageous and support the public health, welfare, safety and morals;

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Pingree Grove, Kane County, Illinois, as follows:

SECTION ONE: VILLAGE MANAGER AUTHORIZED TO LEASE PROPERTY

Pursuant to the Authority of the Village, including but not limited to those provisions contained at §5/11-76.1-1, *et seq.*, of the Municipal Code, the Village Manager is hereby authorized to execute the lease attached hereto as Exhibit A. In the event the property may be sold or transferred during the term of the lease, the Village Manager is hereby authorized to amend the lease to provide for its assignment to the new owner of the property.

SECTION TWO: GENERAL PROVISIONS

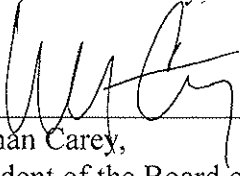
REPEALER: All ordinances or portions thereof in conflict with this ordinance are hereby repealed.

SEVERABILITY: Should any provision of this Ordinance be declared invalid by a court of competent jurisdiction, the remaining provisions will remain in full force and effect the same as if the invalid provision had not been a part of this Ordinance.

EFFECTIVE DATE: This Ordinance shall be in full force and effect on and after its approval, passage and publication in pamphlet form as provided by law.

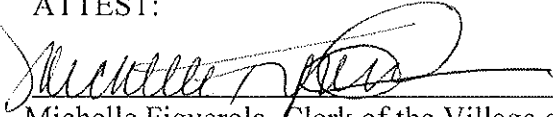
PASSED AND APPROVED by the President and Board of Trustees of the Village of Pingree

Grove, Kane County, Illinois this 16th day of February, 2010.



Wyman Carey,
President of the Board of Trustees of the Village of Pingree Grove

ATTEST:



Michelle Figuerola, Clerk of the Village of Pingree Grove

	Aye	Nay	Absent	Abstain
Trustee Steve Wiedmeyer	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Trustee Ricky Popilek	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Trustee Stephanie Mette	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Trustee Greg Marston	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Trustee Joshua Cossiboon	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Trustee Larry Gillie	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Village President Wyman Carey	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Illinois Cash Farm Lease

To use this lease form: Complete two identical copies – one for the Lessor (Landowner) and one for the Lessee (Tenant). Cross out any provisions that are not to become a part of the contract and add any additional provisions that are desired. If preparing the lease manually, use ink or typewriter; however, the web-based lease form can be filled in on-line before printing. This lease form is available on the farmdoc website at <http://www.farmdoc.uiuc.edu/legal/farm_lease_forms_abs.html>. Additional leasing information can be found in the Leasing Fact Sheets prepared by University of Illinois Farm Business Management Educators located at <http://www.farmdoc.uiuc.edu/manage/leasing_fact_sheets.html>. Note: A lease creates and alters legal rights; thus, Landowners and Tenants may want to discuss specific lease provisions with their respective legal advisors.

Date and names of parties. This lease is entered into on _____, 20____, between:

Lessor(s) (Insert Landowner's exact name): Village of Pingree Grove, an Illinois municipal corporation,

whose mailing address is 14N042 Reinking Road, Pingree Grove, Illinois,

Lessee(s) (Insert Tenant's exact name): Dan Ziller ^{and} Jr.,

whose mailing address is 12904 Ernesti Rd. Huntley, IL 60142,

and whose Social Security Number or Employer Identification Number is _____.

The parties to this lease agree to the following provisions.

Section 1. Description of Rented Land and Length of Tenure

A. Description of Land. The Landowner (Lessor) rents and leases to the Tenant (Lessee), to occupy and to use for agricultural purposes only, the following real estate located in the County of Kane and the State of Illinois, and described as follows: _____

See attached legal description

commonly know as the The Harrison Property farm and consisting of approximately 60+/- acres, ~~approximately 60+/- acres~~

B. Length of tenure. The term of this lease shall be from March 1, 2010, to December 1, 2010, and the Lessee shall surrender possession at the end of this term or at the end of any extension thereof. Extensions must be in writing and attached to this lease, and both parties agree that failure to execute an extension at least _____ months before the end of the current term shall be constructive notice of intent to allow the lease to expire.

Section 2. Fixed Cash Rent (With Option for Indexing)

Tenant agrees to pay Landowner an annual fixed cash rent as identified below; however, if the "option for indexing" is also completed, the rent shall be adjusted as described in the option for the years following the first year.

Fixed Rent: The annual cash rent shall be the sum of \$ 4800 _____

Option for Indexing: After the first year, the annual cash rent for a particular lease year shall be the Fixed Rent identified above, but adjusted annually after the first year as follows: Not Applicable

Section 2 (Alternate): Flexible Rent Using Option I, II, or III

Note: Strike either Section 2 or Section 2 (Alternate). The cash rent can be flexible and change each crop year. A base rent can be established and adjusted based upon yield and/or price fluctuations. The factors to be used in adjusting the rent in Options I and II must be listed below.

Crop(s)	Base cash rent (per acre)	Base yield (bu or ton/acre)	Base price (per bu or per ton)	Min. cash rent (per acre)	Max. cash rent (per acre)
_____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

The current price for the current year shall be the average price at close of day based on the following time period(s) and location(s):

Crop(s)	Price source
_____ Day _____ Month through _____ Day _____ Month at _____	_____
_____ Day _____ Month through _____ Day _____ Month at _____	_____
_____ Day _____ Month through _____ Day _____ Month at _____	_____

A. For each lease year, the per-acre base cash rent for each crop shall be adjusted at the close of the cropping season by one of the following methods:

OPTION I - FLEXING FOR PRICE ONLY

Crop(s)	Base rent	x (Current price + Base price)	= Rent/acre ¹	x Acres grown	= Adj. Rent for year
_____	\$ _____	x \$ _____	= \$ _____	x _____	= \$ _____
_____	\$ _____	x \$ _____	= \$ _____	x _____	= \$ _____
_____	\$ _____	x \$ _____	= \$ _____	x _____	= \$ _____
				Total all crops	= \$ _____

OPTION II - FLEXING FOR PRICE AND YIELD

Crop(s)	Base rent	x (Current price - Base Price)	x (Current yld ² - Base yld)	= Rent/acre ¹	x Acres grown	= Adj. Rent for year
_____	\$ _____	x \$ _____	x \$ _____	= \$ _____	x _____	= \$ _____
_____	\$ _____	x \$ _____	x \$ _____	= \$ _____	x _____	= \$ _____
_____	\$ _____	x \$ _____	x \$ _____	= \$ _____	x _____	= \$ _____
				Total all crops	= \$ _____	

OPTION III - OTHER PROCEDURE TO BE USED

B. Additional Rent for Inflexible items (complete at beginning of lease period)

Pasture	\$ _____
Hay land	\$ _____
Other inflexible cropland	\$ _____
Timber, wasteland	\$ _____
Farmstead	\$ _____

TOTAL INFLEXIBLE RENT \$ _____

C. TOTAL RENT FOR YEAR: Sum the Flexible cropland rent (calculated from Part A, Option I, II or III) and the Total Inflexible Rent (from Part B) \$ _____

¹ If calculated figure is less than "Min. cash rent" in "Basic Information," use the set minimum. If calculated figure is more than "Max cash rent" in "Basic Information," use the set maximum.
² The current yield shall be the "farm" yield for the current lease year.

Section 3. Investments and Expenses

A. The Landlord agrees to furnish the property and to pay the items of expense listed below:

- ~~_____~~
- ~~_____~~
- ~~_____~~
- ~~_____~~
- 4. Taxes on land, improvements, and personal property owned by the Lessor.
- ~~_____~~
- ~~_____~~
- ~~_____~~
- ~~_____~~
- 8. Other items:
Property is furnished as-is; Lessee has no

responsibility for furnishing any goods, services or materials including but not limited to tiling, fertilizer, lime or other items.

B. The Lessee agrees to furnish the property and to pay the items of expense listed below:

1. All the machinery, equipment, labor, fuel, and power necessary to farm the premises properly.
- ~~_____~~
3. All seed, inoculation, disease-treatment materials, and fertilizers, except that which the Lessor agrees to furnish above.
4. The following described items and all other items of expense not furnished by the Lessor as provided in A:

Section 4. Tenant's Duties in Operating Farm

The Tenant further agrees to perform and carry out the stipulations below. (Strike out any not desired.)

A. Activities required:

1. To cultivate the farm faithfully and in a timely, thorough, and businesslike manner.
2. To prevent noxious weeds from going to seed on said premises and to destroy the same and keep the weeds and grass cut.
- ~~_____~~
4. To keep open ditches, tile drains, tile outlets, grass waterways, and terraces in good repair.
5. To preserve established watercourses or ditches, and to refrain from any operation that will injure them.
6. To keep the building, fences (including hedges), and other improvements in good repair and condition as they are when the Tenant takes possession or in as good repair and condition as they may be put by the Lessor during the term of the lease -- ordinary wear, loss by fire, or unavoidable destruction excepted.
7. To take proper care of all trees, vines, and shrubs, and to prevent injury to the same.
8. To keep the farmstead neat and orderly.
9. To prevent all unnecessary waste, or loss, or damage to the property of the Lessor.
10. To comply with pollution control 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.
11. To use prudence and care in transporting, storing, handling, and applying all fertilizers, pesticides, herbicides, and other chemicals and similar substances; to read and follow label instructions for the use of such materials in order to avoid injury or damages to persons or property or both on the leased premises and adjoining areas; and to comply with state pesticide training, licensing, storing, and usage.
12. Any chemicals for weed or insect control or other use, when used, should be applied at levels not to exceed the manufacturer's recommendation for the soil types involved. The Tenant agrees to provide to the Lessor, annually, a written report indicating the product name, amount, date of application and location of application of all pesticides, fertilizers, and seed used on the farm.
13. No chemicals will be stored on the property for more than one year. When chemicals or petroleum products are stored on the farm, they will be only those planned to be used on the farm and they will be in closed, tight containers above ground and clearly marked. No chemicals or chemical containers will be disposed of on the property.
14. To generally follow Natural Resource Conservation Service and Farm Service Agency recommendations and to maintain all other requirements necessary to qualify current and future farm operators to participate in federal farm programs.
15. Other: To mow all non-farmed areas of the property, including but not limited to waterways, rights of way, or areas where crops have not been planted or have failed to thrive for any reason, not less than on a monthly basis for the term of the lease, keeping grasses in such areas not more than twelve inches in heights, between April 1 and November 1 of each year.

**Section 6. Default, Possession, Landlord's Lien, Right of Entry,
Mineral Rights, Liability, Extent of Agreement**

The Lessor and Tenant agree to the following provisions. (Strike out any not desired.)

A. Termination upon default. If either party fails to carry out substantially the terms of this lease in due and proper time, the lease may be terminated by the other party by serving a written notice citing the instance(s) of default and specifying a termination date of 30 days from the date of such notice. Settlement shall then be made in accordance with the provisions of Clause B of this section, the reimbursement agreements of Section 5, and any amendments to this lease.

B. Yielding possession. The Tenant agrees at the expiration or termination of this lease to yield possession of the premises to the Lessor without further demand or notice, in as good order and condition as when they were entered upon by the Tenant, loss by fire, flood, or tornado, and ordinary wear excepted. If the Tenant fails to yield possession, the Tenant shall pay to the Lessor a penalty of \$50.00 per day or the statutory double rent, whichever is less, for each day the Tenant remains in possession thereafter, in addition to any damages caused by the Tenant to the Lessor's land or improvements, and said payments shall not entitle the Tenant to any interest of any kind or character in or on the premises.

C. Landlord's lien. The Landlord's lien provided by statute on crops grown or growing, together with any other security agreement(s) created by Tenant in favor of Landlord, shall be the security for the rent herein specified and for the full performance of the terms of the lease. The Tenant shall provide the Lessor with the names of persons to whom the Tenant intends to sell crops grown on these premises at least 30 days prior to the sale of such crops. A lesser period may be allowed by mutual written agreement. Tenant consents to any filing required by law to perfect the statutory landlord's lien upon crops. If the Tenant fails to pay the rent due or fails to keep any of the agreements of this lease, all costs and attorney fees of the Lessor in enforcing collection or performance shall be added to and become a part of the obligations payable by the Tenant.

D. Landowner's right of entry. The Lessor reserves the right personally or by agents, employees, or assigns to enter upon the premises at any reasonable time to view them, to work or make repairs or improvements thereon, to care for and dispose of the Lessor's share of crops, to develop mineral resources as provided in Clause B below, or, after constructive notice has been given that the lease may not be extended, and following severance of crops, to plow and prepare a seed bed, apply fertilizers, and any other operation necessary to good farming by the succeeding operator, these operations not to interfere with the Tenant in carrying out the regular farming operations.

E. Mineral rights. Nothing in this lease shall confer upon the Tenant any right to minerals underlying the land. Such mineral rights are hereby reserved by the Lessor together with the full right to enter upon the premises and to bore, search, excavate, work, and remove the minerals, to deposit excavated rubbish, to pass over the premises with vehicles, and to lay down and work any railroad track or tracks, tank, pipelines, power lines, and structures as may be necessary or convenient for the above purpose. The Lessor agrees to reimburse the Tenant for any actual damage the Tenant may suffer for crops destroyed by these activities and to release the Tenant from obligation to continue farming this property when development of mineral resources interferes materially with the Tenant's opportunity to make a satisfactory return.

F. Landowner liability. The Tenant takes possession of the leased premises subject to the hazards of operating a farm, and assumes all risk of accidents personally as well as for family, employees, or agents in pursuance of farming operations, or in performing repairs on buildings, fences, tile, and other improvements.

G. Binding on heirs, etc. The terms of this lease shall be binding on the heirs, executors, administrators, and assigns of both Lessor and Tenant in like manner as upon the original parties.

Section 7. Additional Lease Provisions

Signatures of parties to lease

[Signature] Village Manager Landowner 17 Feb 2010 Date

 Landowner Date

By [Signature] Agent _____ Date

 Tenant 2-8-10 Date

 Tenant Date