

VILLAGE OF WINNEBAGO

RESOLUTION NO. 2026- _____ R

RESOLUTION AUTHORIZING VILLAGE PRESIDENT TO SIGN EXTENSION TO ILLINOIS CASH FARM LEASE WITH STEVEN MITCHELL TO FEBRUARY 28, 2027 FOR VILLAGE-OWNED PROPERTY IN WINNEBAGO HIGHLANDS

WHEREAS, pursuant to settlement of a lawsuit filed against Mantle Development Group, LLC, in 2020 and settled in March of 2021, the Village of Winnebago acquired 34.9 acres of land located within the corporate limits of the Village of Winnebago from Developer Mantle Development Group, LLC, and

WHEREAS, approximately 25 of those acres consist of tillable farmland, although not of stellar quality because the top soil on the land has all been stripped, and not otherwise properly maintained by the prior owner, or those who the prior owner allowed to farm the land; and

WHEREAS, although the Village plans to market the land for development since it is in a prime development area in the Village of Winnebago, significant actions need to be taken in order to both prepare the land for sale and maintain the land in the interim; and

WHEREAS, the Village Board of Trustees, pursuant to Resolution No. 2021-07R passed by said Board of Trustees on April 12, 2021, authorized the Village President to sign a lease agreement with local farmer Steven Mitchell for the lease term of approximately April 12, 2021 to February 28, 2022, wherein he would pay \$1,200.00 annually to farm those approximate 25 tillable acres with corn, soybeans, wheat, or alfalfa, and in consideration of the low rental price, would agree to mow all the non-tillable land of the 34.9 acres according to the Village ordinance requirements, which would relieve the Village of the responsibility for the maintenance of the same by its own staff or the hiring out of a third party, the latter of which at that time would cost approximately \$20,800.00 per year, and would have increased over the years based on general rising labor costs;; and

WHEREAS, although the lease term would be for a year at a time, the Village would still have the right to sell the land in the interim, and the only financial obligation of the Village to Steven Mitchell as Lessee would be that if due to the sale of the land the crops of the Lessee were destroyed, the Village as Lessor shall reimburse Steven Mitchell as Lessee, upon proof of expenditure, for the cost of inputs having been expended to plant the affected acreage for farming, which shall include the cost of seed, fertilizer, chemicals, and like materials, but shall not include the labor costs for such input process or the value of the crops; and

WHEREAS, in October of 2021, the original lease was extended, per resolution, for the term of February 28, 2022 to February 28, 2023; in February of 2023 it was extended from February 28, 2023 to February 29, 2024; and in February of 2024 it was extended, per resolution, from February 29, 2024 to February 28, 2025; from February 28, 2025 to February 28, 2026; and

WHEREAS, since the lease is a farm rental lease, pursuant to statutory requirements, failure to execute an extension to the lease at least four months prior to its extension expiration on the date of February 28, 2026, shall be constructive notice of allowing the lease to expire; and

WHEREAS, irrespective of the above statutory provision, both Landowner (Lessor) and Tenant desire at this time to extend the farm rental lease for one more year; and

WHEREAS, Lessee in extending the lease for another year after its scheduled expiration date, has or will plant winter wheat, which is a nutrient providing crop, and an allowed type of planting under the terms of the original lease and/or any other type of planting allowed under the terms of the original lease; and

WHEREAS, on or about April 24, 2023 the Village sold 1.1 acres of the property owned to Ryan Winter and Joseph Kapp, and October 28, 2024 the Village sold the two condominium lots it owned, which contained .26 acre and .27 acre, respectively, so the total acreage owned by the Village after these sales was then 33.27 acres; and

WHEREAS the Village Board hereby finds that it is in the best interest of the citizens of the Village to authorize the Village President to sign an extension of the Illinois Cash Farm Lease with Steven Mitchell for an additional one year lease term of February 28, 2026 to February 28, 2027 for the 33.27 acres of land in Winnebago Highlands currently owned by the Village of Winnebago, which extension document is attached hereto as Exhibit "A".

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND THE BOARD OF TRUSTEES OF THE VILLAGE OF WINNEBAGO, WINNEBAGO COUNTY, ILLINOIS, AS FOLLOWS:

SECTION 1. RECITALS

The foregoing recitals are incorporated in, and made a part of, this Resolution by this reference as findings of the Village Board of Trustees of the Village of Winnebago as if fully set forth in this section.

SECTION 2. APPROVAL

The Village President shall be and hereby is authorized to execute the aforesaid Extension to Illinois Cash Farm Lease with Steven Mitchell for the 33.27 acres in Winnebago Highlands currently owned by the Village of Winnebago, for the lease term of February 28, 2026 to February 28, 2027, according to all other terms and conditions of the original lease as detailed in the attached copy of the original lease marked Exhibit "B", except as otherwise stated herein due to the change in acreage ownership by the Village.

(The remainder of this page purposely left blank.)

SECTION 3. EFFECTIVE DATE

This Resolution shall be in full force and effect upon the passage and approval of this Resolution.

PASSED AND ADOPTED this _____ day of February, 2026.

APPROVED:

Franklin J. Eubank, Jr., President of the Board of
Trustees of the Village of Winnebago, Illinois

ATTEST:

Sally Jo Huggins, Village Clerk

AYES: _____ **NAYS:** _____ **ABSENT:** _____
PUBLISHED IN PAMPHLET FORM: _____