



DEPARTMENT OF COMMUNITY DEVELOPMENT SERVICES

Economic Development Division

m e m o r a n d u m

TO: Mayor Diane Wolfe Marlin and City Council Members

FROM: Lorrie L. Pearson, AICP, Community Development Director
Brandon S. Boys, AICP, Economic Development Manager

DATE: November 6th, 2019

SUBJECT: **An Ordinance Authorizing the Lease of Certain Real Estate (Real Estate Parcels with Permanent Index Numbers 25-15-29-400-023 and 25-15-29-400-024, Located in Champaign County, Illinois) – Prairie Fruits Farm LLC**

Introduction

The City Council is asked to consider a draft ordinance authorizing the Mayor to enter into a property lease agreement with Wesley Jarrell and Leslie Cooperband of Prairie Fruits Farm, LLC for the agricultural use of unused City-owned right-of-way east of the intersection of West Olympian Drive and North Lincoln Avenue (**Attachment A: Draft Authorizing Ordinance with Attached Lease Agreement & Property Location Map**). The proposed lease is the result of a public request for proposals seeking a tenant that would use the site to support the regional food economy with food crops, value-added processing, and agritourism related uses (**Attachment B: Small-Scale Farming Opportunity RFP**). The proposed lease with Prairie Fruits Farm LLC would allow the proposed tenant to implement their vision for the Nourish Urbana Farm as detailed in their proposal (**Attachment C: Nourish Urbana Farm RFP Response**).

Background

The City has been leasing portions of City-owned right-of-way immediately east of the intersection of West Olympian Drive and North Lincoln Avenue (**see Property Location Map within Attachment A**) for short-term agricultural and agritourism uses. The property consists of a north parcel (-024) and a south parcel (-023). The north parcel contains a drainage basin as well as an area near the road that has been leased by the City at no cost to the neighboring Prairie Fruits Farm for seasonal overflow parking for visitors to the farm. The south parcel is presently being leased by the City to Robert and Mary Lakey to grow corn at an annual rent of \$700. In 2019, Mayor Marlin directed staff to prepare a request for proposals (RFP) for future leasing of the south parcel. The RFP emphasized that “[p]riority will be given to uses

which support the regional food economy, such as crops intended for direct human consumption, value-added product development for human consumption, and agritourism-related uses.” The RFP was publically released on August 21, 2019 and was also distributed to all growers participating in Urbana’s Market at the Square. Staff communicated with four interested parties and received two proposals for lease of the property. The selected joint proposal from Wes Jarrell and Leslie Cooperband of Prairie Fruits Farm and Catherine Gregg of Temperance and Thyme Farm was found to be most responsive to the priorities set forth in the RFP. On October 26, a notice for a public hearing to be held on November 12 was published in *The News Gazette* seeking public comment on the proposed sale.

Proposed Lease Agreement

The proposed lease agreement the City Council is asked to consider would allow the tenant to use the north parcel for agricultural purposes only, specifically for growing small grains, food-grade corn, and vegetables, all for human consumption, and cover crops for increasing soil health at an annual rent of \$350.

The proposed lease also incorporates a pre-existing lease agreement between the City of Urbana and Prairie Fruits Farm LLC allowing for the farm to continue to use of a portion of the north parcel for parking for its agritourism customers during the season. This use of the property would continue to be allowed throughout the five-year term of the proposed lease. Under the terms of the proposed lease, the tenant would also have access to water from the detention basin located on the north parcel. Use of the south parcel would remain limited to agricultural uses without prior approval from the City.

At the conclusion of the five years, the tenant would be responsible for returning the property to its condition at the start of the lease including removal of any and structures and equipment. The tenant intends to develop the soil on the site into organic soil over the five-year term of the lease. At the end of the lease, the tenant would have the ability to remove the developed organic soil and replace it with topsoil of the same quality as the topsoil present at the start of the lease.

The City would have the ability to terminate the lease six months after noticing the tenant. The tenant would accept the property in as-is condition and also be responsible for all maintenance of the property and to pay all taxes and fees associated with their use of the property. The tenant would also indemnify the City from risk associated with their use of the premises.

Use of the Property

The City right-of-way to be leased is not expected to be utilized the City for any infrastructure projects in the next five-years. The proposed agricultural lease of the property is consistent with the existing agricultural uses of the subject property and is permitted by right by Champaign County zoning of the parcels. It will remain the responsibility of the tenant to comply with all applicable zoning and code requirements in Champaign County and to seek permission from the City of Urbana for any uses not

expressly allowed in the lease agreement. The agricultural use as proposed would add agricultural production of food crops including small grains, food-grade corn varieties, and vegetables. In addition, the tenant is expected to manage the property organically and to invite community participation in the processing of heritage small grains into flour and masa. In later years of the lease, the tenant also expects to further add value to the flour and masa produced by baking it into bread, pizza dough, deserts, tortillas, tortilla chips, and other products for the public to taste and compare.

Fiscal Impact

The proposed lease agreement would allow for rent payments to the City at a rate of \$350 per year for a period of five years. All proceeds from the transaction, expected to be in the amount of \$1,750, would be deposited in the City's General Fund. The tenant would also be responsible for paying any taxes assessed on the property in unincorporated Champaign County.

Options

1. Approve the draft ordinance authorizing the Mayor to enter into the lease agreement as presented.
2. Approve the draft authorizing ordinance with changes. It should be noted that any changes would need to be agreed upon by the tenant.
3. Deny the draft authorizing ordinance.

Recommendation

The proposed lease of unused City right-of-way would result in greater activation of these parcels with organic, heirloom agriculture alongside community-oriented agritourism uses.

Staff recommends that the City Council approve the attached draft authorizing ordinance to advance the lease of these underutilized City-properties to Prairie Fruits Farm, LLC.

Attachments: A: Draft Authorizing Ordinance with Attached Lease Agreement & Property Location Map
 B: Small-Scale Farming Opportunity RFP
 C: Nourish Urbana Farm RFP Response

ATTACHMENT A

ORDINANCE NO. 2019-11-062

AN ORDINANCE AUTHORIZING THE LEASE OF CERTAIN REAL ESTATE

**(Real Estate Parcels with Permanent Index Numbers 25-15-29-400-023 and 25-15-29-400-024,
Located in Champaign County, Illinois)**

WHEREAS, the City of Urbana (“City”) is a home rule unit of local government pursuant to Article VII, Section 6, of the Illinois Constitution, 1970, and may exercise any power and perform any function pertaining to its government and affairs, and the passage of this Ordinance constitutes an exercise of the City’s home rule powers and functions as granted in the Illinois Constitution, 1970; and

WHEREAS, Urbana City Code Section 2-118(b) provides that real estate owned by the City may be leased in any manner prescribed by the City Council in an ordinance authorizing such lease; and

WHEREAS, the City owns certain real estate parcels having permanent index numbers 25-15-29-400-023 and 25-15-29-400-024, located in unincorporated Champaign County, Illinois; and

WHEREAS, Prairie Fruits Farm & Creamery, LLC desires to lease such parcels for five years at annual rent of \$350; and

WHEREAS, the City Council expressly finds and declares that such real estate parcels are not needed for governmental purposes or proprietary activity of the City during the term of the proposed lease, except as otherwise provided in such lease; and

WHEREAS, the Committee of the Whole, a regular standing committee of the City Council, held a public hearing on the question of the lease at 7:00 p.m. on Tuesday, November 12, 2019, after due and proper notice of such public hearing was given by publication in *The News-Gazette*, a newspaper having a general circulation within the City, on a date at least 15 days prior to the time of the public hearing; and

WHEREAS, the City Council, after due consideration, finds that the lease of the real estate parcels described below to Prairie Fruits Farm & Creamery, LLC, as herein provided, is in the best interests of the residents of the City and is desirable for the welfare of the City’s government and affairs.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Urbana, Illinois, as follows:

Section 1. The lease of the real estate parcels having permanent index numbers 25-15-29-400-023 and 25-15-29-400-024, located in unincorporated Champaign County, Illinois, and legally described below, substantially on such terms as contained in the lease attached hereto and incorporated herein, is hereby authorized and approved:

PIN: 25-15-29-400-023

PART OF THE SOUTHEAST QUARTER OF SECTION 29, TOWNSHIP 20 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, CHAMPAIGN COUNTY, ILLINOIS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 29, TOWNSHIP 20 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, CHAMPAIGN COUNTY, ILLINOIS; THENCE SOUTH 89 DEGREES 41 MINUTES 23 SECONDS WEST ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 29, A DISTANCE OF 1,203.87 FEET; THENCE NORTH 00 DEGREES 41 MINUTES 59 SECONDS WEST ALONG A LINE PARALLEL WITH THE EAST LINE OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 29, A DISTANCE OF 188.62 FEET; THENCE NORTH 73 DEGREES 34 MINUTES 08 SECONDS EAST, A DISTANCE OF 258.83 FEET; THENCE NORTH 89 DEGREES 41 MINUTES 23 SECONDS EAST ALONG A LINE PARALLEL WITH THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 29, A DISTANCE OF 954.73 FEET; THENCE SOUTH 00 DEGREES 41 MINUTES 59 SECONDS EAST ALONG THE EAST LINE OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 29, A DISTANCE OF 260.49 FEET TO THE POINT OF BEGINNING.

SAID TRACT CONTAINS 6.99 ACRES, MORE OR LESS, ALL SITUATED IN CHAMPAIGN COUNTY, ILLINOIS.

PIN: 25-15-29-400-024

PART OF THE SOUTHEAST QUARTER OF SECTION 29, TOWNSHIP 20 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, CHAMPAIGN COUNTY, ILLINOIS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARENT TRACT:

THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 29, TOWNSHIP 20 NORTH, RANGE 9 EAST OF THE THIRD

PRINCIPAL MERIDIAN, CHAMPAIGN COUNTY, ILLINOIS, EXCEPT THE FOLLOWING DESCRIBED TRACTS:

COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 29, THENCE NORTH ALONG THE HALF SECTION LINE A DISTANCE OF 988 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING NORTH A DISTANCE OF 162 FEET; THENCE EAST 160 FEET; THENCE SOUTH 162 FEET; THENCE WEST 160 FEET MORE OR LESS TO THE HALF SECTION LINE BEING THE TRUE POINT OF BEGINNING.

AND ALSO EXCEPT:

JAMESTOWN SUBDIVISION NO. 1 RECORDED JANUARY 2, 2003 AS DOCUMENT 2003R00014.

AND ALSO EXCEPT:

MIDDLEFORK SUBDIVISION NO. 1 RECORDED OCTOBER 19, 2000 AS DOCUMENT 2000R24369.

AND ALSO EXCEPT:

ILLINOIS FARM TO TABLE SUBDIVISION RECORDED SEPTEMBER 23, 2008 AS DOCUMENT 2008R24978.

AND ALSO EXCEPT:

BEGINNING AT THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 29, TOWNSHIP 20 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, CHAMPAIGN COUNTY, ILLINOIS; THENCE SOUTH 89 DEGREES 41 MINUTES 23 SECONDS WEST ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 29, A DISTANCE OF 1,203.87 FEET; THENCE NORTH 00 DEGREES 41 MINUTES 59 SECONDS WEST ALONG A LINE PARALLEL WITH THE EAST LINE OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 29, A DISTANCE OF 188.62 FEET; THENCE NORTH 73 DEGREES 34 MINUTES 08 SECONDS EAST, A DISTANCE OF 258.83 FEET; THENCE NORTH 89 DEGREES 41 MINUTES 23 SECONDS EAST ALONG A LINE PARALLEL WITH THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 29, A DISTANCE OF 954.73 FEET; THENCE SOUTH 00 DEGREES 41 MINUTES 59 SECONDS EAST ALONG THE EAST LINE OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 29, A DISTANCE OF 260.49 FEET TO THE POINT OF BEGINNING.

SAID NET TRACT CONTAINS 9.77 ACRES, MORE OR LESS, ALL SITUATED
IN CHAMPAIGN COUNTY, ILLINOIS.

Section 2. The Mayor of the City of Urbana, Illinois, be and the same is hereby authorized to execute and deliver a Lease of Real Estate Parcels with Permanent Index Numbers 25-15-29-400-023 and 25-15-29-400-024, in substantially the form of the copy of the lease attached hereto and hereby incorporated by reference, and the City Clerk of the City of Urbana, Illinois, be and the same is hereby authorized to attest to the execution of such lease, as so authorized and approved for and on behalf of the City of Urbana, Illinois.

Section 3. This Ordinance shall not be construed to affect any suit or proceeding pending in any court, or any rights acquired, or a liability incurred, or any cause or causes of action acquired or existing prior to the effective date of this Ordinance; nor shall any right or remedy of any character be lost, impaired, or affected by this Ordinance.

Section 4. This Ordinance shall be in full force and effect from and after its passage.

This Ordinance is hereby passed by the affirmative vote, the “ayes” and “nays” being called, of three-fourths of all the alderpersons then holding office and the Mayor (6 of 8 votes) of the City of Urbana, Illinois, at a meeting of the City Council.

PASSED BY THE CITY COUNCIL this date day of Month, Year.

AYES:

NAYS:

ABSTENTIONS:

Charles A. Smyth, City Clerk

APPROVED BY THE MAYOR this date day of Month, Year.

Diane Wolfe Marlin, Mayor

**LEASE OF REAL ESTATE PARCELS WITH PERMANENT INDEX NUMBERS
25-15-29-400-023 AND 25-15-29-400-024**

This lease is made between the City of Urbana, an Illinois municipal corporation (the "Owner"), and Prairie Fruits Farm & Creamery, LLC, an Illinois limited liability company (the "Tenant"), each a "party" and together the "parties."

The Tenant operates a farm, goat dairy, and farmstead creamery known as the Prairie Fruits Farm & Creamery, located at 4410 N. Lincoln Avenue, Champaign, Illinois. The Owner owns real property located immediately south of the Tenant's farm. The Tenant desires to lease the Owner's real property having permanent index number ("PIN") 25-15-29-400-023 for growing crops. The Tenant desires to lease the Owner's real property having PIN 25-15-29-400-024 for use as a parking lot for the Tenant's customers annually from April 1 through November 30 and as a water source for irrigating the Tenant's crops. The parties desire to establish an agreement to provide for such lease. Therefore, the parties agree as follows:

1. **Premises.** The Owner leases to the Tenant and the Tenant leases from the Owner two real estate parcels located at North Lincoln Avenue and Olympian Drive in Somer Township in unincorporated Champaign County. One parcel has PIN 25-15-29-400-023 and consists of 6.9 acres, more or less. The other parcel has PIN 25-15-29-400-024 and consists of 9.68 acres, more or less. Collectively, the two parcels are the "Premises." The Premises consist of 16.58 acres, more or less. The Premises are shown on Exhibit A. If the Tenant is unsure of the dimensions of the Premises, it shall verify in field before occupying.
2. **Term; renewal.** This lease will take effect on the last date signed by a party hereto. The term of this lease is five years, unless the parties terminate it sooner as provided in this lease. The parties may extend such term for an additional year or years upon their mutual written consent. The parties shall construe any holding over after the expiration of the term hereof, with the consent of the Owner, as a tenancy from month to month at the rent and upon the terms and conditions specified in this lease.
3. **Use; surrender.** The Tenant shall use the portion of the Premises having PIN 25-15-29-400-023 for agricultural purposes only, specifically for growing small grains, food-grade corn, and vegetables, all for human consumption, and cover crops for increasing soil health. The Tenant may grow other crops, grow crops for other purposes, or raise livestock all only with the Owner's prior written consent. The Tenant shall use the portion of the Premises having PIN 25-15-29-400-024 only as follows: (i) the Tenant may use the land as a parking lot for the Tenant's customers from April 1 through November 30; and (ii) the Tenant may use the detention pond to irrigate the Tenant's crops grown on the parcel having PIN 25-15-29-400-023 on condition that the Tenant's use of such pond does not impair its function as a stormwater basin. The Tenant shall not use the parcel having PIN 25-15-29-400-024 for any other purposes without the Owner's prior written consent.

- A. The Tenant's use of the Premises is subject to all zoning regulations, restrictions, encumbrances, covenants, rules, ordinances, and other laws and regulations now in effect or hereafter adopted by any governmental authority having jurisdiction.
- B. The Owner, in cooperation with Champaign County, intends to use the Premises for future expansion of a roadway known as FAP Route 813 on Olympian Drive. The Owner shall provide written notice to the Tenant no fewer than six months in advance of the date the Owner will require possession of the Premises for construction. The Owner's determination of the date it will require possession of the Premises is final, binding, and conclusive. The Tenant shall surrender possession of the Premises on or before the date the Owner designates on such written notice.

4. **Condition of Premises.** THE TENANT ACCEPTS THE PREMISES IN THEIR "AS-IS" CONDITION. THE OWNER DISCLAIMS ALL WARRANTIES EXPRESS OR IMPLIED AS TO THE CONDITION OF THE PREMISES.

5. **Rent.** In consideration of the possession, continued use, and occupancy of the Premises, the Tenant shall pay the Owner \$350 in annual rent. The Tenant's first rent payment is due on the effective date of this lease. The Tenant shall make subsequent rent payments in advance, without demand, not later than on each anniversary of the effective date of this lease. The Tenant shall pay all rent by cash, valid check, credit card, or money order at City of Urbana Accounting, 400 S. Vine Street, Urbana, Illinois 61801. If the Tenant surrenders possession of the Premises for construction of the roadway before the end of the term of this lease, or any extension or renewal term of this lease, the Tenant will not receive a rent adjustment.

6. **Taxes and assessments.** The Tenant shall pay before delinquency all real estate taxes, special assessments, drainage assessments, sewer use charges, stormwater utility fees, and recycling taxes assessed against the Premises that become payable during the term of this lease or any extension or renewal term of this lease. If the Tenant fails to make such payments, the Owner may, at its option, make payment without prejudice to any of its rights. The parties shall apportion any taxes or assessments for any fraction of a tax year at the commencement or expiration of this lease. The Tenant may institute any administrative or legal proceedings challenging the tax rate, assessed value, or other factors influencing the amount of taxes.

7. **Repairs; maintenance; utilities.** The Owner is not required to make any improvements or repairs upon the Premises. The Tenant shall make all improvements and repairs at its sole cost and shall keep the Premises safe and in good order and condition at all times during the term of this lease or any extension or renewal term of this lease. The Tenant shall leave the Premises free from all nuisances, including without limitation litter and

dangerous and defective conditions. From April 1 through October 31, the Tenant shall provide for monthly mowing of the land portion of the Premises having PIN 25-15-29-400-024, as needed to maintain high aesthetic standards. The Tenant shall replace or restore any soil, grass, trees, or other vegetation damaged, destroyed, or removed as a result of the Tenant's use of the Premises with that of at least equal quality. Upon expiration of this lease, or at any sooner termination, the Tenant shall quit and surrender possession of the Premises peaceably and in good order and condition, except for reasonable wear, tear, and damage by the elements. The Tenant shall not cause or allow any undue waste on the Premises and shall contract and pay for all utilities used on the Premises.

8. **Conservation.** The Tenant shall do what is reasonably necessary to control soil erosion including, maintenance of existing watercourses, waterways, ditches, drainage areas, terraces, and tile drains, and shall refrain from any practice that will cause damage to the Premises.

9. **Construction.** At its sole cost and upon the Owner's issuance of any applicable permits, the Tenant may construct or install any equipment, improvements, and facilities, and any additions to those items, on all or any part of the Premises for the uses authorized in section 3. Before commencing any construction or installation, the Tenant shall submit complete plans, drawings, and designs of such improvements to the Owner for the Owner's approval. The Tenant shall not commence any construction or installation of any equipment, improvements, facilities, or additions thereto without first having received the Owner's written consent.

- A. The Tenant shall construct all equipment, improvements, and facilities in a good, substantial, and competent manner. In constructing such equipment, improvements, and facilities, the Tenant shall do as little damage as possible to the Premises and shall repair at its own expense any such damage. The Tenant shall maintain all equipment, improvements, and facilities constructed or installed by it in good condition and repair, reasonable wear and tear excepted.
- B. All equipment, improvements, and facilities that the Tenant installs will remain the Tenant's property. The Tenant shall remove such equipment, improvements, and facilities upon termination of this lease. The Tenant shall complete all removal of equipment, improvements, and facilities in such a manner as not to injure or damage the Premises. If the Tenant fails to remove the equipment, improvements, and facilities, the Owner may remove them and dispose of them as it sees fit, and the Tenant shall sell, assign, transfer, and set over to the Owner all of the Tenant's right, title, and interest in the equipment, improvements, and facilities, and any personal property not removed by the Tenant, for the sum of \$1. If the Owner removes the equipment, improvements, and facilities, the Tenant shall pay the Owner upon demand the cost of that removal, plus the cost of transportation and disposal of the property removed. This subsection will survive the termination of this lease.

10. **Right of entry.** The Owner reserves the right of its agents, employees, or assigns to enter the Premises at any reasonable time to consult with the Tenant, its agents, employees, or assigns, or to make repairs, improvements, surveys, or inspections. None of the foregoing is to interfere with the Tenant in carrying out its business operations.

11. **Default.** Either party may terminate this lease at any time for cause if the other party breaches any term of this lease and does not cure such breach by the tenth day after written notice is given. The party giving notice shall specify the reason or reasons for such termination and shall state the effective date of such termination if the breach is not fully corrected. In the event of the Tenant's default, the Owner may enter upon the Premises and remove all persons and property, and the Tenant will not be entitled to any money paid. If either party defaults in any of its obligations under this lease, the party not in default will be entitled to recover its costs and reasonable attorneys' fees caused by the other's default from the defaulting party. The foregoing remedies in the event of default are not intended to be exclusive, and the parties have the right to all other lawful remedies, including specific performance.

12. **Holdover.** If the Owner allows the Tenant to remain in possession of the Premises after the lease expires or terminates, a new tenancy from month to month will be created at a monthly rental of \$750, payable on the tenth of each month during the tenancy. Either party may terminate the tenancy by giving the other party written notice of intention to terminate at least 30 days before the desired termination date. This provision does not give the Tenant any right to holdover at the expiration of the lease. All other terms and conditions of this lease will remain in full force during any tenancy created under this lease.

13. **Indemnification.** The Tenant shall indemnify and defend the Owner, its officers, employees, and agents against all claims, liability, or damage, including without limitation reasonable attorney's fees and costs, arising from or in any way related to the Tenant's use of the Premises, except to the extent caused by the gross negligence or willful misconduct of the Owner, its officers, employees, or agents. This section will survive the termination of this lease.

14. **Insurance.** The Tenant assumes sole responsibility and liability to all persons and authorities related to its possession, occupancy, and use of the Premises. The Owner is not responsible for insuring the Tenant or the Tenant's agents, employees, invitees, licensees, or guests against any loss or damage.

15. **Subrogation waiver.** The Owner and Tenant each waive all claims or rights to recovery against the other party for any loss or damage to the extent such loss or damage is covered by insurance or would be covered by insurance as required under this lease. The Owner and Tenant will cause each insurance policy carried by either relating to the Premises to include or allow a full waiver of any subrogation claims.

16. **Assignment.** The Tenant shall not assign this lease, mortgage, or sublet the Premises without the Owner's prior express written consent. Any attempted assignment, mortgage, or sublease without the Owner's consent will be void and will constitute a material breach of this lease.

17. **Liens.** The Tenant shall keep the Premises free and clear of all liens arising out of any work performed, materials furnished, or obligations incurred by the Tenant or its assignees.

18. **Entire agreement.** This lease constitutes the entire agreement between the parties, supersedes all other agreements or understandings between them pertaining to the matter of this lease, and may not be modified except by a writing signed by both parties.

19. **Notices.** The parties shall give all notices required or permitted by this lease in writing. All notices will be deemed given when personally delivered; deposited in the U.S. mail, postage prepaid, first class; or delivered to a commercial courier service (e.g., FedEx or UPS). A notice delivered by email will be deemed given when the recipient acknowledges having received the email by an email sent to the sender's email address, as stated in this section, or by a notice delivered by another method in accordance with this section. An automatic "read receipt" will not constitute acknowledgment of an email for purposes of this section. Each party's address is stated below and may be changed to such other address as the party may hereafter designate by notice.

Tenant: Prairie Fruits Farm & Creamery, LLC, Attention Wes Jarrell or Leslie Cooperband, 4410 N. Lincoln Avenue, Champaign, Illinois 61822-9455; prairiefruitsinfo@gmail.com.

Owner: City of Urbana Public Works Department, Attention Vince Gustafson, Deputy Director of Operations, 706 S. Glover Avenue, Urbana, Illinois 61802-4427; vhgustafson@urbanaindinois.us.

20. **Compliance with governmental requirements.** The Tenant shall comply with all applicable laws, ordinances, regulations, and requirements of federal, state, county, and local regulatory authorities, including without limitation the applicable provisions of the Urbana City Code and the Americans with Disabilities Act, all of which as may be amended from time to time.

21. **Interpretation.** The parties shall construe this lease according to its fair meaning and not strictly for or against either party.

22. **Waiver.** No waiver by either party of any default or breach of any term, condition, or covenant of this lease will be a waiver of any other breach of any other term, condition, or covenant.

23. **Counterparts.** The parties may sign this lease in one or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Signatures delivered by email in Adobe Portable Document Format (PDF) will be deemed original signatures for all purposes.

The parties are signing this lease on the dates indicated opposite their signatures.

Prairie Fruits Farm & Creamery, LLC:

By: _____ Wesley Jarrell A Manager Date: <u>Oct. 18</u> , 2019	By: _____ Leslie Cooperband A Manager Date: <u>Oct 18</u> , 2019
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City of Urbana:

By: _____
Diane Wolfe Marlin
Mayor
Date: _____, 2019

Attest:

Charles A. Smyth
City Clerk
Ordinance No. 2019-

Attachment: Exhibit A (Map)

Exhibit A



110
Feet

This map was prepared with geographic information system (GIS) data created by the Champaign County GIS Consortium (CCGIS), or other CCGIS member agency. These entities do not warrant or guarantee the accuracy or suitability of GIS data for any purpose. The GIS data within this map is intended to be used as a general index to spatial information and not intended for detailed, site-specific analysis or resolution of legal matters. Users assume all risk arising from the use or misuse of this map and information contained herein. The use of this map constitutes acknowledgement of this disclaimer.





----- AGRICULTURAL OPPORTUNITY -----

Request for Proposals

SMALL-SCALE FARMING OPPORTUNITY



Summary

The City of Urbana is seeking an agricultural tenant to lease the 6.99-acre site located at the intersection of Lincoln and Olympian Drives. The City will prioritize proposals for agricultural uses, which will benefit the community including but not limited to specialty crop production, value-added product development, and/or educational farms.

Contact

Interested parties may submit proposals and refer “pre-submittal” questions or concerns to:

Brandon Boys
Economic Development Manager
(217) 384-2444
bsboys@urbanaindinois.us

Property Description

Current Site Conditions

The 6.99 acre site is located at Lincoln Avenue and Olympian Drive in Somer Township in unincorporated Champaign County with a permanent index number of 25-15-29-400-023. The property is currently farmed with corn and bean crop.

Utilities

In an initial assessment, the City found no City utilities present at the site. The City makes no representations or warranties concerning utilities present at the site, and further investigation would be the responsibility of the lessee. The lessee may request access to water from the detention pond located to the north of the property. The tenant would contract and pay for all utilities, water, fertilizer, and other supplies used on the site.

Zoning

The selected tenant’s use of the premises is subject to all zoning regulations, restrictions, encumbrances, covenants, rules, ordinances, and other laws and regulations now in effect or hereafter adopted by any governmental authority having jurisdiction. With a location in un-incorporated Champaign County, agricultural use would be permitted by-right, heavier uses may require a special use permit.

Lease of Property

The lease rate and term are negotiable, subject to City approval. The tenant must obtain permission from the City prior to the installation of any permanent improvements or structures. The tenant will be responsible for removing any such improvements at its own expense upon termination of the lease.

PROPERTY DETAILS

SITE AREA

6.99 Acres

ZONING

Agriculture Permitted By-Right

RFP Issuance Date

August 2nd, 2019

RFP Responses Due

August 21st, 2019

Additional Information

The following documents are included as attachments to this RFP:

- Site Location
- Site Elevation (2008)
- Site Aerial Photography (1940, 1973, 1988, 2002, 2008, 2014, 2017)
- Site Flood Zone

Submittals

Desired Outcome

All agricultural uses will be considered, however, the City envisions agricultural uses, which will benefit the community including but not limited to specialty crop production, value-added product development, and/or educational farms. Priority will be given to uses which support the regional food economy, such as crops intended for direct human consumption, value-added product development for human consumption, and agritourism-related uses. Interested tenants are encouraged to submit proposals which represent the agricultural approach they believe would be most successful, even if it is not fully consistent with the desired outcomes described above.

Proposal Content Requirements

To be considered for this agricultural opportunity, interested parties must submit the following information:

1. **Project Concept** discussing the details of the overall concept of the proposed agricultural use.
2. **Proposed Schedule For Use** including the desired lease term
3. **Proposed Budget** including a description of funding sources and proposed lease price
4. **Agricultural Team's Experience** Please describe past experience as it relates to the proposed use and identify the project manager including contact information (i.e., phone number and email address).

The City reserves the right to accept or reject any or all proposals at its own discretion.

Proposal Review Criteria

The City is committed to a thorough and objective review of all qualifying proposals. Consideration will be given to the following criteria, which are not necessarily exhaustive:

1. The quality of the proposed project concept in terms of its alignment with the goals and vision set out in this RFP.
2. The qualifications and experience of the project team.
3. Proposed lease price.

Proposal Submission

Submit proposal electronically to: bsboys@urbanainlinois.us

All proposals must be submitted before the submittal deadline of August 21, 2019.



NOTE: Subject site is located within the Beaver Lake Drainage District (Salt Fork Watershed)

1 inch = 500 feet

CITY OF URBANA

CITY OF URBANA

Saline Branch Drainage Ditch

Olympian Dr

W Olympian Dr

N Lincoln Ave

Squire Farm Rd


Squire Farm Rd

Willow Rd

W Oaks Rd

E Oaks Rd

Legend

 7 Acre City of Urbana Parcel

 Tax Parcel Lines

Municipal Limits

 Urbana





1 inch = 100 feet

PRAIRIE FRUIT FARMS

ILLINOIS FARM TO TABLE, LLC

SQUIRE FARMS

CITY OF URBANA

SALINE BRANCH DRAINAGE DITCH

EUGENE & MARY ZIEGLER

N Lincoln Ave

W Olympian Dr

CITY OF URBANA

724'

722'

720'

724'


724'

724'

718'

MARGARET ERLANDSON


Legend


 7 Acre City of Urbana Parcel

2008 Contours (from LiDAR)

SubType

 Depression

 Depression Index

 Index

 Intermediate

NOTE: The contour lines shown are derived from LiDAR in 2008 which was prior to the construction of the Olympian Drive Extension Project and the associated detention basin shown on this map.





1 inch = 100 feet

PRAIRIE FRUIT FARMS

ILLINOIS FARM TO TABLE, LLC

SQUIRE FARMS

CITY OF URBANA

EUGENE & MARY ZIEGLER

SALINE BRANCH DRAINAGE DITCH


N Lincoln Ave


W Olympian Dr

CITY OF URBANA

MARGARET ERLANDSON

Legend

 7 Acre City of Urbana Parcel

 Tax Parcel Lines

1940 AERIAL PHOTOGRAPHY





1 inch = 100 feet

PRAIRIE FRUIT FARMS

ILLINOIS FARM TO TABLE, LLC

SQUIRE FARMS

CITY OF URBANA

SALINE BRANCH DRAINAGE DITCH

EUGENE & MARY ZIEGLER


N Lincoln Ave


W Olympian Dr

CITY OF URBANA

MARGARET ERLANDSON

Legend

 7 Acre City of Urbana Parcel

 Tax Parcel Lines

1973 AERIAL PHOTOGRAPHY





1 inch = 100 feet

PRAIRIE FRUIT FARMS

ILLINOIS FARM TO TABLE, LLC

SQUIRE FARMS

CITY OF URBANA

SALINE BRANCH DRAINAGE DITCH

EUGENE & MARY ZIEGLER


N Lincoln Ave


W Olympian Dr

CITY OF URBANA

MARGARET ERLANDSON

Legend

 7 Acre City of Urbana Parcel

 Tax Parcel Lines

1988 AERIAL PHOTOGRAPHY





1 inch = 100 feet

PRAIRIE FRUIT FARMS

ILLINOIS FARM TO TABLE, LLC

SQUIRE FARMS

CITY OF URBANA

EUGENE & MARY ZIEGLER

SALINE BRANCH DRAINAGE DITCH


N Lincoln Ave


W Olympian Dr

CITY OF URBANA

MARGARET ERLANDSON

Legend

 7 Acre City of Urbana Parcel

 Tax Parcel Lines

2002 AERIAL PHOTOGRAPHY

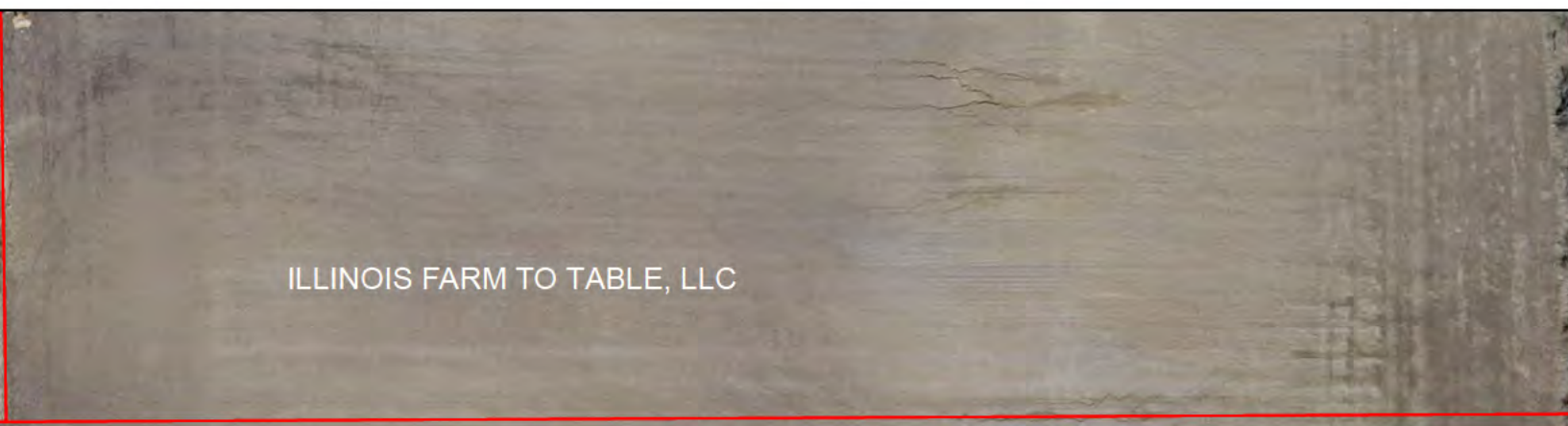




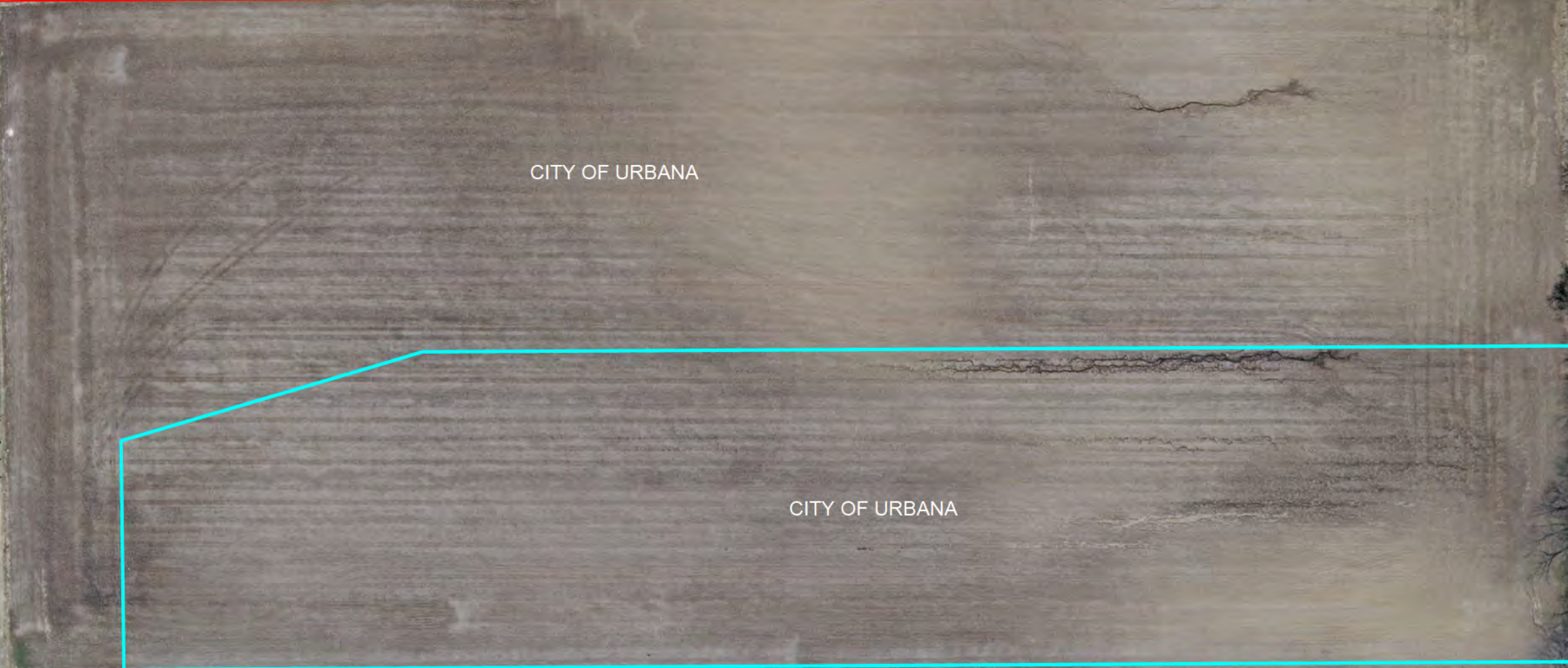
1 inch = 100 feet



PRAIRIE FRUIT FARMS



ILLINOIS FARM TO TABLE, LLC



CITY OF URBANA

CITY OF URBANA



MARGARET ERLANDSON



SALINE BRANCH DRAINAGE DITCH


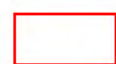
EUGENE & MARY ZIEGLER

SQUIRE FARMS

N Lincoln Ave

W Olympian Dr

Legend

-  7 Acre City of Urbana Parcel
-  Tax Parcel Lines

2008 AERIAL PHOTOGRAPHY





1 inch = 100 feet

PRAIRIE FRUIT FARMS

ILLINOIS FARM TO TABLE, LLC

SQUIRE FARMS

CITY OF URBANA

EUGENE & MARY ZIEGLER

SALINE BRANCH DRAINAGE DITCH



N Lincoln Ave

W Olympian Dr

CITY OF URBANA

MARGARET ERLANDSON

Legend

-  7 Acre City of Urbana Parcel
-  Tax Parcel Lines

2014 AERIAL PHOTOGRAPHY





1 inch = 100 feet

PRAIRIE FRUIT FARMS

ILLINOIS FARM TO TABLE, LLC

SQUIRE FARMS

N Lincoln Ave

EUGENE & MARY ZIEGLER


SALINE BRANCH DRAINAGE DITCH

CITY OF URBANA

CITY OF URBANA

MARGARET ERLANDSON

Legend

 7 Acre City of Urbana Parcel

 Tax Parcel Lines

2017 AERIAL PHOTOGRAPHY





1 inch = 100 feet

PRAIRIE FRUIT FARMS

ILLINOIS FARM TO TABLE, LLC

SQUIRE FARMS

SALINE BRANCH DRAINAGE DITCH

EUGENE & MARY ZIEGLER

N Lincoln Ave





W Olympian Dr

CITY OF URBANA

CITY OF URBANA

MARGARET ERLANDSON

Legend

-  7 Acre City of Urbana Parcel
-  Right-of-way dedicated to the public
-  Flood Zone per 1986 FEMA Flood Insurance Rate Map
-  Tax Parcel Lines

NOTE: There are no City of Urbana utilities on or near subject site. Nor are there any Fiber Optic lines or Illinois American Water lines or structures on or near subject site.



ATTACHMENT C

Nourish Urbana Farm : Highlighting food, community, and sustainable agriculture in Urbana,

Proposal in response to RFP from City of Urbana Economic Development, issued August 2, 2019
Submitted by:

Prairie Fruits Farm & Creamery
Temperance and Thyme Farm

PROJECT CONCEPT

1. Characterize soil
2. Begin soil regeneration
3. Educate public – hands-on experiences with food and soil
4. Produce wide range of food ingredients, beginning with food grains later growing vegetables
5. Document evolution of site in terms of soil qualities and crop productivity

Our farm (Prairie Fruits Farm & Creamery) lies directly north of the field in question. We propose to farm this 6.99 acre site with food crops and cover crops, including small grains, food-grade corn varieties, and vegetables. We also will begin rebuilding the soil health and productivity, while acknowledging that it could be converted to highway construction eventually. All land will be managed organically, but only certified if necessary. Detailed records will be kept of management and inputs in case there is need to.

Vision: Grow food grains for human consumption, invite community to help process and taste the products, particularly flour and masa from heritage small grains and corn varieties. We will also test methods for reducing the cost of production of local vegetables.

The soil productivity on much of the site was seriously decreased during the construction activities from soil movement and heavy truck traffic. Since then it has been farmed conventionally with corn and soybeans, and as far as we can tell no cover crops or soil organic matter amendments have been used during that time. Consequently the entire field is affected by disturbance and compaction, with some areas highly affected.

PROPOSED SCHEDULE FOR USE

2019: if we can access the land before October 1 we will plant a cover crop to start building the soil. We will do a high-resolution soil sampling and analysis to determine initial soil properties, chemical and physical, including pH, cations, phosphorus organic matter/organic carbon and nitrogen. If the land is not available before Oct. 1 it will have to be fallowed until Spring.

2020: Either in early Spring or after removal of the wheat crop, we will plant a vigorous summer cover crop, probably buckwheat and/or Sudex (sudan grass-sorghum hybrid) that will

be mowed and incorporated back into the soil to build its quality. If a portion of the field appears to be suitably productive based on soil analysis, we will amend with composted goat manure and plant four blocks of different food corn varieties. These will be harvested, processed, and be part of cooking demonstrations and tastings open to the public.

In the Fall we will establish 8 plots, four for small grains (bread wheat varieties) and four different cover crops to evaluate crop growth and impacts on soil properties and productivity.

2021: In early summer, the grain crops will be harvested and milled or otherwise processed at local mills or on site. The flour and masa will be used to cook bread, pizza dough, deserts, tortillas, tortilla chips, and other products for the public to taste and compare. This will result in a much higher level of understanding about what goes into foods made from small grains and food-grade corn, and how taste and appearance can differ based on the varieties used and methods of preparation. Complimentary vegetables will be grown, again testing methods to decrease costs of production.

2022-2024: Decisions about crops and events in future years will depend on results from these first two full years. Regardless of specifics, the ongoing focus will be on building soils properties and low-cost production of highly nutritious foods, grains and vegetables, with use of animal manure compost from PFFC.

PROPOSED BUDGET

We propose to pay \$50 per acre per year for use of the land, a total of \$350/year. The productivity of the soil on the site was heavily impacted by the excavation of the borrow pit during construction of the Olympian Drive overpass over the railroad tracks. The corn that went in late this year on the site clearly has a significant area that is stunted and showing severe drought stress and very low (probably no) harvestable crop production.

No funds will be requested from the City of Urbana if the rest of these terms are agreeable. PFFC will fund the seeds, soil preparation, planting, and harvesting of crops, working with a neighbor farmer who has all the appropriate equipment for planting and harvesting small grains and corn. We will also arrange events that bring out the community to experience the growing crops, the preparation of food items from the crops, and enjoying the products, breads, pizzas, tortillas, etc. We expect the income from sale of products and during events will pay for expenses and net a modest profit for the companies involved.

Additional considerations:

Insurance: PFFC is presently insured through Country Companies, Jessie DeHaan is our agent. We will have Jessie extend liability coverage to our farming operations on this land for the proposed operations.

Access to pond water for irrigation: The pond can serve as a convenient surface water source for irrigation to establish crops or for emergency use in case of drought. We want to make sure we have full access and control of that site to protect water quality and quantity as much as possible and promote naturalization and ecological development of the pond ecosystem.

We are aware that future plans could require the use of the land for road construction, therefore loss of our investment in soil productivity. However, we feel like what we learn from this project will be useful in reclaiming productivity for food production of other highly disturbed sites in urban environments.

AGRICULTURAL TEAM'S EXPERIENCE

This project will be a collaboration between two entities, Prairie Fruits Farm & Creamery and Temperance & Thyme. Prairie Fruits will serve as the lessor.

Prairie Fruits Farm & Creamery, LLC. Wes Jarrell grew up on a small farm in northwestern Oregon. He and his wife Leslie Cooperband (from the Boston suburbs originally) both have PhD degrees in Soil Science and were tenured professors of Soil Science, Leslie at U Wisconsin-Madison and Wes at University of California-Riverside, the Oregon Graduate Institute of Science and Technology, and U of Illinois, Urbana-Champaign. They spent their academic careers working in research, teaching, and extension related to agriculture, environment, and ecology, focusing on sustainability.


In 2005 they formally started Prairie Fruits Farm & Creamery, LLC, north of Urbana, IL, a farmstead goat dairy and creamery, the first farmstead creamery licensed in Illinois. They now milk over 80 goats and supply restaurants, markets, and institutions with goat cheese and goat milk gelato. In 2008 they began their Dinners on the Farm series, which continues today (over 140 dinners in total), highlighting Illinois culinary talent and ingredients harvested in Illinois by farmers, ranchers, and fishermen throughout the state.

In 2007 Leslie co-founded Illinois Farm Beginnings, a one-year course focusing on building business and management skills for young and beginning farmers. The course was hosted on the farm for several years in cooperation with a nonprofit, The Land Connection.

Temperance and Thyme Farm. Catie Gregg has been developing a farm business plan for Temperance & Thyme for the past 2 years. The farm aims to increase access to high quality, local produce, while also providing a living wage for the farmers. This will be accomplished by reducing costs through streamlining production, pos- harvest processing, and marketing methods.

Catie has been working in the agricultural field for 5 years. She has a double Masters degree from Tufts University in Agricultural Policy and Planning, and Urban and Environmental Planning and Policy. Her graduate work included a feasibility analysis for an urban farm incubator for the City of Boston, and developing a plan to help one of Boston's public schools

incorporate more on site cooking and fresh produce into their school lunch program. After Graduate School she spent 2 years providing outreach and education to help conventional farmers incorporate conservation farming practices into their farms. Catie currently works for the Prairie Rivers Network she has moved to a more advocacy role, where she educates legislators and local leaders about the local impact of nutrient pollution on Illinois' drinking water and helps them connect with farmers to increase the amount of conservation on the ground in Illinois.


_____ 8/21/19

For Prairie Fruits Farm & Creamery, LLC


_____ 8/21/19

For Temperance and Thyme Farm