

**AN ORDINANCE APPROVING A CRP OPERATOR AGREEMENT**

*BE IT ORDAINED BY THE SOUTH SANGAMON WATER COMMISSION, AS FOLLOWS:*

**SECTION 1:** That CRP Operator Agreement between Allen and Barbara Mendenhall, as Trustees of the A.B. Mendenhall Trust dated July 26, 1995, and the South Sangamon Water Commission, a copy of which is attached hereto, is hereby approved.

**SECTION 2:** The Chairman of the Commission is authorized and directed to approve said agreement on behalf of the Commission, and the proper officers of the Commission are authorized and directed to carry out the agreement by its terms.

**SECTION 3:** This Ordinance is effective immediately.

PASSED this 20<sup>th</sup> day of December, 2011.

  
CHAIRMAN

ATTEST:

  
Clerk

AYES: McCord Pfeffer Hall

NAYS: none

PASSED: 12/20/2011

APPROVED: 12/20/2011

ABSENT: none

## CRP OPERATOR AGREEMENT

THIS AGREEMENT is between the South Sangamon Water Commission, an Illinois public and municipal corporation ("Commission"), and Allen and Barbara Mendenhall, as Trustees of the A.B. Mendenhall Trust dated July 26, 1995 ("Operator"), and is dated this \_\_\_\_\_ day of December, 2011.

WHEREAS, Commission intends to take title to certain ground in Rochester and Cooper Townships, Illinois, formerly belonging to the Leach Family Partnership and currently belonging to Joseph L. Greene;

WHEREAS, 113.5 acres of the ground is the subject of Conservation Reserve Program ("CRP") contracts with the United States Department of Agriculture, which contracts expire in 2017; an aerial map of the contracted land (the "Property") and a copy of the current CRP contract are attached hereto as Exhibit "A";

WHEREAS, USDA requires that the CRP contracts be managed by an operator;

WHEREAS, Operator is prepared to act as the Commission's operator pursuant to the terms and conditions of this contract;

*NOW, THEREFORE, the parties agree as follows:*

1. Operator agrees to be the named operator for the Commission with respect to the Property. In connection therewith, Operator's duties shall include:
  - a. Determining, in consultation with Commission and if necessary, with USDA or the Sangamon County Farm Service Agency, appropriate activities necessary for Commission to comply with the terms of the CRP contracts;
  - b. To act as the Commission's agent with respect to dealings with USDA and the Sangamon County Farm Service Agency;

c. Exercise general supervision of personnel and contractors detailed by Commission to perform compliance activities on the Property.

2. Commission shall:

a. Provide Operator with all labor, materials, chemicals, fuel and all other personnel, contractors, and materials of every description and kind required by Operator to fulfill its or Commission's obligations under this Agreement and Commission's obligations under the CRP contracts, and shall reimburse Operator's out-of-pocket expenses with respect to fulfilling its obligations pursuant to this Agreement.

b. Consult with Operator from time to time as requested.

c. Compensate Operator as set forth in paragraph 3 of this Agreement.

d. Indemnify Operator as set forth in paragraph 4 of this Agreement.

3. For its services under this Agreement, Operator shall be paid \$1,135.00 per year (\$10 per acre)(the "Management Fee") plus actual expenses incurred with respect to this contract including mileage at the current IRS mileage rates. Operator shall be the sole payee under the CRP contracts. When Operator receives CRP payments, Operator shall deduct its Management Fee from the payments and remit the remainder to Commission. Commission shall place the remitted funds into a special fund, which shall be used for CRP compliance and related expenses with respect to the Property, including all the expenses set forth in paragraph 2(a).

4. Commission shall indemnify, hold harmless and defend Operator from all liabilities, claims and causes of action resulting from Operator's management of the Property or participation in this Agreement, including but not limited to the following:

a. All liabilities, including any CRP repayment obligations, associated with the actual or alleged past acts or failures to act of previous owners of the Property;

b. Any claims of third parties for personal injury or property damage relating to the Property, Commission's or Operator's activities on the Property, activities and operations of the Commission carried on outside the Property, and quality of water produced by the Commission;

c. Alleged breaches by the Commission of its contracts under the CRP program.

d. Commission shall indemnify Operator for any income tax liability, state or federal, for any income in excess of the Management Fee chargeable to Operator under the laws of the United States or the State of Illinois as a result of this Agreement.

Commission's obligation to indemnify, defend and hold Operator harmless shall include the duty to pay any legal fees incurred by Operator in any action brought by a third party and to pay any damage award in any such action. Operator shall not, however, settle any such action without consent of Commission.

5. This contract shall have a term to and including the date of termination of the current CRP contract, September 30, 2017. However, either party may sooner terminate this contract upon 180 days written notice to the other. The parties anticipate that Allen Mendenhall shall be the primary person who will carry out the obligations of Operator under this contract. In the event of the death or inability of Allen Mendenhall to perform such functions, Commission may find a substitute operator and terminate this agreement on 30 days' written notice.

6. The duties of the Commission to indemnify Operator shall survive termination of this contract.

7. This is the entire agreement between the parties with respect to the subject matter. All prior negotiations and representations between the parties are hereby disclaimed. This

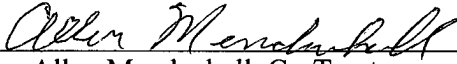
contract shall become effective when approved by ordinance of the Commission and executed by the parties. It may be modified only in a writing executed by the parties and approved by ordinance of the Commission. It shall be enforced under the laws of the State of Illinois and only in the Circuit Court of the Seventh Judicial Circuit, Sangamon County, Illinois.

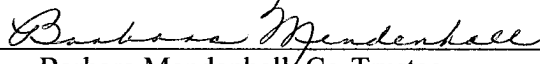
AGREED this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

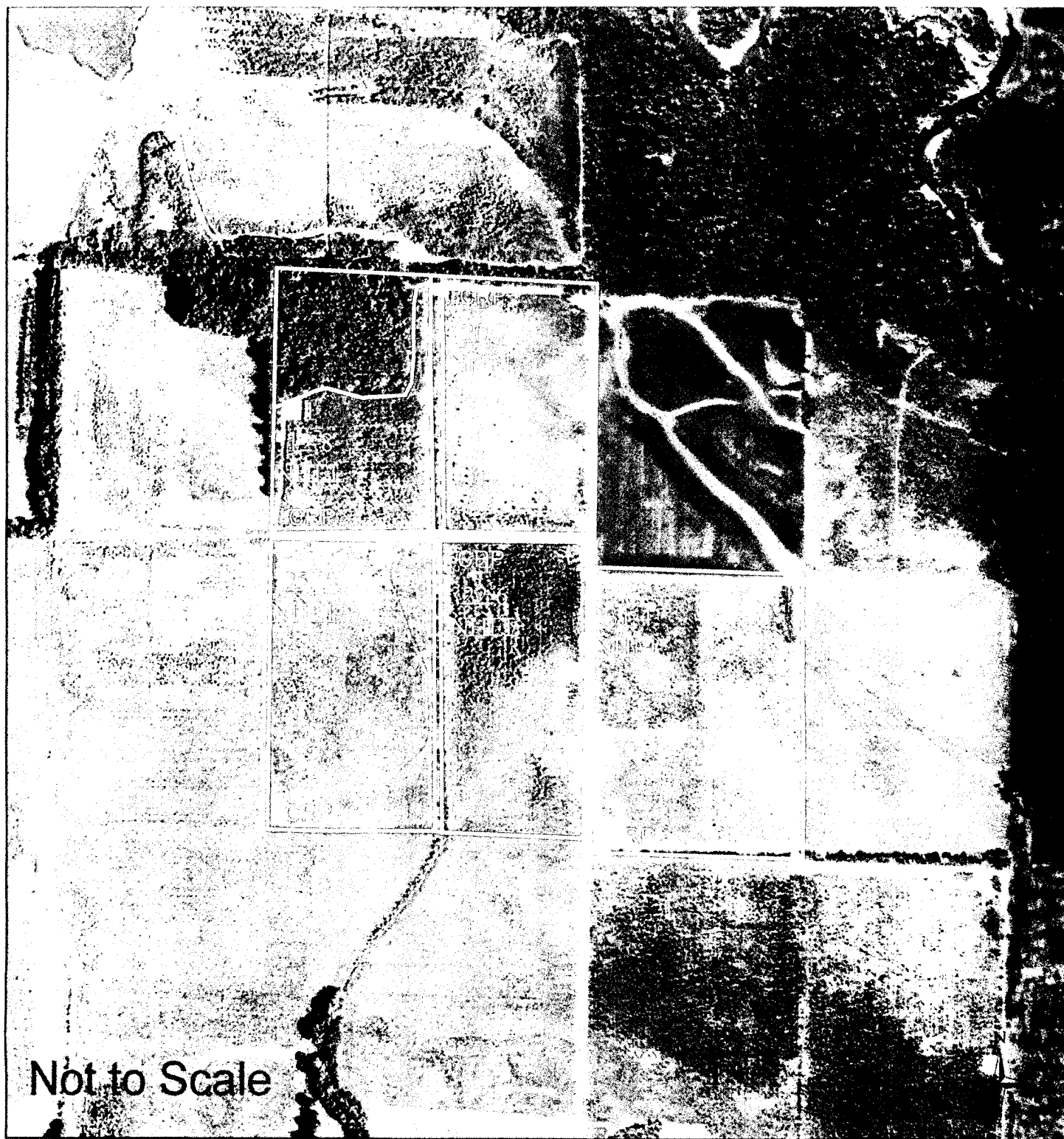
SOUTH SANGAMON WATER COMMISSION,

By:   
Its Chairman

A.B. MENDENHALL TRUST dated July 26, 1995,

By:   
Allen Mendenhall, Co-Trustee

By:   
Barbara Mendenhall, Co-Trustee



United States Department of Agriculture  
Farm Service Agency  
**Sangamon County, IL**

November 03, 2011

**Farm: 815**  
**Tract: 3995**

GIS\_IL.SDE.Wet\_P\_il167

**Wetland Determination Identifiers**

- Restricted Use
- ▽ Limited Restrictions
- Exempt from Conservation Compliance Provisions

Disclaimer: Wetland identifiers do not represent the size, shape or specific determination of the area.  
Refer to your original determination (CPA-026 and attached maps) for exact wetland  
boundaries and determinations, or contact NRCS.

This form is available electronically.

CRP-1  
(03-26-04)

U.S. DEPARTMENT OF AGRICULTURE  
Commodity Credit Corporation

# CONSERVATION RESERVE PROGRAM CONTRACT

NOTE: The authority for collecting the following information is Pub. L. 107-171. This authority allows for the collection of information without prior OMB approval mandated by the Paperwork Reduction Act of 1995. The time required to complete this information collection is estimated to average 4 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

## 7. COUNTY OFFICE ADDRESS (Include Zip Code)

SANGAMON COUNTY FSA OFFICE  
2623 SUNRISE DRIVE, SUITE 2  
SPRINGFIELD, IL 62703-7303

TELEPHONE NUMBER (Include Area Code) (217) 241-6635

1 ST. & CO. CODE & ADMIN.  
LOCATION

17-167

2 SIGN-UP NUMBER

24

3 CONTRACT NUMBER

CREP 847C

4 ACRES FOR ENROLLMENT

81.8

5 FARM NUMBER

815

6 TRACT NUMBER(S)

3995

8 OFFER (Select one)

GENERAL

ENVIRONMENTAL PRIORITY

9 CONTRACT PERIOD

FROM (MM-DD-YYYY)

10-01-2002

TO (MM-DD-YYYY)

09-30-2017

THIS CONTRACT is entered into between the Commodity Credit Corporation (referred to as "CCC") and the undersigned owners, operators, or tenants (who may be referred to as "the Participant"). The Participant agrees to place the designated acreage into the Conservation Reserve Program ("CRP") or other use set by CCC for the stipulated contract period from the date the Contract is executed by the CCC. The Participant also agrees to implement on such designated acreage the Conservation Plan developed for such acreage and approved by the CCC and the Participant. Additionally, the Participant and CCC agree to comply with the terms and conditions contained in this Contract, including the Appendix to this Contract, entitled Appendix to CRP-1, Conservation Reserve Program Contract (referred to as "Appendix"). By signing below, the Participant acknowledges that a copy of the Appendix for the applicable sign-up period has been provided to such person. Such person also agrees to pay such liquidated damages in an amount specified in the Appendix if the Participant withdraws prior to CCC acceptance or rejection. The terms and conditions of this contract are contained in this Form CRP-1 and in the CRP-1 Appendix and any addendum thereto. BY SIGNING THIS CONTRACT PRODUCERS ACKNOWLEDGE RECEIPT OF THE FOLLOWING FORMS: CRP-1; CRP-1 Appendix and any addendum thereto; CRP-2 or CRP-2C, if applicable; and, if applicable, CRP-15.

10A. Rental Rate Per Acre

\$

180.50

B. Annual Contract Payment

\$

14,765

C. First Year Payment

\$

14,765

(Item 10C applicable only to continuous signup when the first year payment is prorated.)

11. Identification of CRP Land (See Page 2 for additional space)

A. Tract No.

B. Field No.

C. Practice No.

D. Acres

E. Total Estimated Cost-Share

3995

1

CP4D

12.8

3995

2

CP4D

20.7

3995

3

CP4D

25.7

## 12. PARTICIPANTS

A(1). PARTICIPANT'S NAME AND ADDRESS (Zip Code):

JOSEPH L. GREENE  
3501 CONSTITUTION DR  
SPRINGFIELD, IL 62711-6119

(2) SHARE

100%

(3) SOCIAL SECURITY NUMBER:

(4) SIGNATURE

Joseph L. Greene

DATE (MM-DD-YYYY)

05-18-11

B(1). PARTICIPANT'S NAME AND ADDRESS (Zip Code):

(2) SHARE

%

(3) SOCIAL SECURITY NUMBER:

(4) SIGNATURE

DATE (MM-DD-YYYY)

C(1). PARTICIPANT'S NAME AND ADDRESS (Zip Code):

(2) SHARE

%

(3) SOCIAL SECURITY NUMBER:

(4) SIGNATURE

DATE (MM-DD-YYYY)

(If more than three individuals are signing, continue on attachment.)

(If more than three individuals are signing, continue on attachment.)

13. CCC USE ONLY - Payments according to the shares are approved.

A. SIGNATURE OF CCC REPRESENTATIVE

B. DATE (MM-DD-YYYY)

Rose S. Jett

6-6-11

NOTE: The following statement is made in accordance with the Privacy Act of 1974 (5 USC 552a) and the Paperwork Reduction Act of 1995, as amended. The authority for requesting the following information is the Food Security Act of 1985, (Pub. L. 99-198), as amended and the Farm Security and Rural Investment Act of 2002 (Pub. L. 107-171) and regulations promulgated at 7 CFR Part 1410 and the Internal Revenue Code (26 USC 6109). The information requested is necessary for CCC to consider and process the offer to enter into a Conservation Reserve Program Contract, to assist in determining eligibility, and to determine the correct parties to the contract. Furnishing the requested information is voluntary. Failure to furnish the requested information will result in determination of ineligibility for certain program benefits and other financial assistance administered by USDA agency. This information may be provided to other agencies, IRS, Department of Justice, or other State and Federal Law enforcement agencies, and in response to a court magistrate or administrative tribunal. The provisions of criminal and civil fraud statutes, including 18 USC 286, 287, 371, 641, 651, 1001, 15 USC 714m; and 31 USC 3729, may be applicable to the information provided. RETURN THIS COMPLETED FORM TO YOUR COUNTY FSA OFFICE.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, gender, religion, age, disability, political beliefs, sexual orientation, and marital or family status. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, Room 326-W, Whitten Building, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410 or call (202) 720-5964 (voice or TDD). USDA is an equal opportunity provider and employer.

☐ Original - County Office Copy

☐ Owner's Copy

☐ Operator's Copy

This form is available electronically.

<b>CRP-1</b> U.S. DEPARTMENT OF AGRICULTURE Commodity Credit Corporation		1. ST & CO. CODE & ADMIN. LOCATION 17-167	2. SIGN-UP NUMBER 24
<b>CONSERVATION RESERVE PROGRAM CONTRACT</b>			
NOTE: The authority for collecting the following information is Pub. L. 107-171. This authority allows for the collection of information without prior CMB approval mandated by the Paperwork Reduction Act of 1995. The time required to complete this information collection is estimated to average 4 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.		3. CONTRACT NUMBER CREP 847D	4. ACRES FOR ENROLLMENT 31.4
7. COUNTY OFFICE ADDRESS (Include Zip Code) SANGAMON COUNTY FSA OFFICE 2623 SUNRISE DRIVE, SUITE 2 SPRINGFIELD, IL 62703-7303		5. FARM NUMBER 815	6. TRACT NUMBER(S) 3995
8. OFFER (Select one) GENERAL <input type="checkbox"/> ENVIRONMENTAL PRIORITY <input checked="" type="checkbox"/>		9. CONTRACT PERIOD FROM: (MM-DD-YYYY) TO: (MM-DD-YYYY) 10-01-2002 09-30-2017	
TELEPHONE NUMBER (Include Area Code) (217) 241-6635			

THIS CONTRACT is entered into between the Commodity Credit Corporation (referred to as "CCC") and the undersigned owners, operators, or tenants (who may be referred to as "the Participant"). The Participant agrees to place the designated acreage into the Conservation Reserve Program ("CRP") or other use set by CCC for the stipulated contract period from the date the Contract is executed by the CCC. The Participant also agrees to implement on such designated acreage the Conservation Plan developed for such acreage and approved by the CCC and the Participant. Additionally, the Participant and CCC agree to comply with the terms and conditions contained in this Contract, including the Appendix to this Contract, entitled Appendix to CRP-1, Conservation Reserve Program Contract (referred to as "Appendix"). By signing below, the Participant acknowledges that a copy of the Appendix for the applicable sign-up period has been provided to such person. Such person also agrees to pay such liquidated damages in an amount specified in the Appendix if the Participant withdraws prior to CCC acceptance or rejection. The terms and conditions of this contract are contained in this Form CRP-1 and in the CRP-1 Appendix and any addendum thereto. BY SIGNING THIS CONTRACT PRODUCERS ACKNOWLEDGE RECEIPT OF THE FOLLOWING FORMS: CRP-1; CRP-1 Appendix and any addendum thereto; CRP-2 or CRP-2C, if applicable; and, if applicable, CRP-15.

10A. Rental Rate Per Acre \$ 180.50	11. Identification of CRP Land (See Page 2 for additional space)				
B. Annual Contract Payment \$ 5,668	A. Tract No. 3995	B. Field No. 5	C. Practice No. CP4D	D. Acres 31.4	E. Total Estimated Cost-Share
C. First Year Payment \$ 5,668					
(Item 10C, applicable only to continuous sign-up when the first year payment is prorated.)					

## 12. PARTICIPANTS

A(1). PARTICIPANT'S NAME AND ADDRESS (Zip Code): JOSEPH L GREENE 3501 CONSTITUTION DR SPRINGFIELD, IL 62711-6119	(2) SHARE 100 %	(3) SOCIAL SECURITY NUMBER: [REDACTED] (4) SIGNATURE: <i>Joseph L. Greene</i> DATE (MM-DD-YYYY): 05-18-11 (If more than three individuals are signing, continue on attachment.)
B(1). PARTICIPANT'S NAME AND ADDRESS (Zip Code):	(2) SHARE	(3) SOCIAL SECURITY NUMBER: (4) SIGNATURE DATE (MM-DD-YYYY) (If more than three individuals are signing, continue on attachment.)
C(1). PARTICIPANT'S NAME AND ADDRESS (Zip Code):	(2) SHARE	(3) SOCIAL SECURITY NUMBER: (4) SIGNATURE DATE (MM-DD-YYYY) (If more than three individuals are signing, continue on attachment.)

13. CCC USE ONLY - Payments according to the shares are approved.	A. SIGNATURE OF CCC REPRESENTATIVE <i>Robert J. [Signature]</i>	B. DATE (MM-DD-YYYY) 6-6-11
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NOTE: The following statement is made in accordance with the Privacy Act of 1974 (5 USC 552a) and the Paperwork Reduction Act of 1995, as amended. The authority for requesting the following information is the Food Security Act of 1985, (Pub. L. 99-198), as amended and the Farm Security and Rural Investment Act of 2002 (Pub. L. 107-171) and regulations promulgated at 7 CFR Part 1410 and the Internal Revenue Code (26 USC 6109). The information requested is necessary for CCC to consider and process the offer to enter into a Conservation Reserve Program Contract, to assist in determining eligibility, and to determine the correct parties to the contract. Furnishing the requested information is voluntary. Failure to furnish the requested information will result in determination of ineligibility for certain program benefits and other financial assistance administered by USDA agency. This information may be provided to other agencies, IRS, Department of Justice, or other State and Federal Law enforcement agencies, and in response to a court magistrate or administrative tribunal. The provisions of criminal and civil fraud statutes, including 18 USC 286, 287, 371, 641, 651, 1001, 15 USC 714m, and 31 USC 3729, may be applicable to the information provided. RETURN THIS COMPLETED FORM TO YOUR COUNTY FSA OFFICE.

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☐ Original - County Office Copy

☐ Owner's Copy

☐ Operator's Copy

**ORDINANCE CERTIFICATE**

STATE OF ILLINOIS                    )  
  ) SS  
COUNTY OF SANGAMON            )


I, the undersigned, do hereby certify that I am the duly qualified and acting Clerk of the South Sangamon Water Commission.

I do further certify that the ordinance attached hereto is a full, true, and exact copy of Ordinance No. 11- 015, adopted by the Commission on the 20<sup>th</sup> day of December, 2011, said Ordinance being entitled:

**AN ORDINANCE APPROVING A CRP OPERATOR AGREEMENT**

I do further certify that prior to the making of this certificate, the said Ordinance was spread at length upon the permanent records of said Commission, where it now appears and remains.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of said Commission this 20<sup>th</sup> day of December, 2011.

  
Clerk