



CITY OF WASHINGTON, ILLINOIS

City Council Agenda Communication

Meeting Date: December 1, 2025

Prepared By: Jon Oliphant, AICP, Planning & Development Director

Agenda Item: Resolution – Memorial Gardens Farm Lease Extension Agreement

Explanation: The City of Washington owns and operates Glendale Cemetery on the southeast side of the city. While the majority of the two cemetery parcels are used for that purpose, there are about seven acres on its south boundary that have been farmed for many years. The farmland is only accessible via the cemetery roads and it is very isolated. The City Council originally approved a farm lease agreement in 1995 with John Guth when approximately 11 acres was leased; this was subsequently reduced to the current seven acres in 2003. According to Mr. Guth, the field is kept as hay most years with beans planted perhaps one out of every ten years. This helps ensure that there are no corn stalks or other taller vegetation that blow across the cemetery.

The agreement was extended in 1999 with a termination date of October 31, 2002. There has been no ensuing Council action since that date to extend the lease. Mr. Guth has farmed this property since the original 1995 agreement to the best of staff's knowledge and he has paid the City \$630 per year since 2004.

Fiscal Impact: The City would continue to be paid \$630 per year if the terms were to be extended. A lease extension agreement was drafted in 2015 by the former City Attorney. However, this was never acted upon. That draft agreement would have extended the term from November 1, 2015, through October 31, 2017.

Action Requested: Staff requests approval of an extension of a farm lease with John Guth at the December 1 City Council meeting. The agreement would become effective on December 2, 2025, and extend through November 30, 2027. It would terminate on December 1, 2027.

RESOLUTION NO. _____

(Synopsis: This resolution approves and authorizes a Cash Rent Farm Lease Extension with John Guth.)

**RESOLUTION AUTHORIZING THE EXECUTION OF A CASH RENT FARM LEASE
EXTENSION WITH JOHN GUTH**

WHEREAS, the City of Washington is a home-rule municipality in accordance with the Constitution of the State of Illinois of 1970; and

WHEREAS, the City of Washington has the authority, in accordance with its police powers, to adopt ordinances and resolutions to protect the health, safety, and welfare of its citizens.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WASHINGTON, TAZEWELL COUNTY, ILLINOIS, as follows:

Section 1. The facts and statements contained in the preamble to this resolution are found to be true and correct and are hereby adopted as part of this resolution.

Section 2. That the Mayor and City Clerk of the City of Washington are authorized to enter into the Cash Rent Farm Lease Extension with John Guth, in substantially the form to the documents attached hereto, marked as "Exhibit A," and by reference expressly made a part hereof.

Section 3. If any part or parts of this resolution shall be held to be unconstitutional or otherwise invalid, such unconstitutionality or invalidity shall not affect the validity of the remaining provisions of this resolution.

Section 4. That this resolution shall be in full force and effect from and after its passage and approval by the corporate authorities as provided by law.

PASSED AND APPROVED this _____ day of December, 2025.

AYES _____

NAYS _____

MAYOR

ATTEST:

CITY CLERK

LEASE EXTENSION AGREEMENT

THIS LEASE EXTENSION AGREEMENT is made on _____, 2025, by the **CITY OF WASHINGTON**, an Illinois municipal corporation, (referred to in this instrument as “Lessor”) and **JOHN GUTH** of Tazewell County, Illinois (“Lessee”).

RECITALS

(1) Pursuant to the Lease dated November 7, 1995, Lessee let from Lessor approximately eleven (11) acres of real estate adjoining the City of Washington’s cemetery and legally described in Exhibit “A”, attached hereto and by reference expressly made a part hereof.

(2) Pursuant to the Lease Amendment and Extension Agreement dated August 16, 1999, Lessor and Lessee desired to reduce the amount of leased property and extend the term of the Lease, a copy of which is attached hereto as Exhibit “B”, and by reference expressly made a part hereof.

(3) Pursuant to the Memorial Gardens Rental Agreement Memorandum dated December 9, 2003, Lessor and Lessee desired to reduce the amount of leased property to seven (7) acres of real estate and extend the term of the Lease, a copy of which is attached hereto as Exhibit “C”, and by reference expressly made a part hereof.

SECTION ONE CONSTRUCTION

This Lease Extension Agreement shall be construed in conjunction with the Lease, Lease Amendment and Extension Agreement, and Memorial Gardens Rental Agreement Memorandum, and all of the terms, covenants, and conditions of the Lease, Lease Amendment and Extension Agreement, and Memorial Gardens Rental Agreement Memorandum shall remain in full force and effect and are ratified and confirmed by this instrument.

SECTION TWO DEFINED TERMS

All terms used in this Lease Extension Agreement shall have the meanings ascribed to them in the Lease unless otherwise defined in this instrument.

SECTION THREE LEASE TERM

The term of the letting of the premises shall be extended from December 2, 2025, through November 30, 2027. The Lease term shall terminate on December 1, 2027, without further notice to either party.

SECTION FOUR BASE RENT

Beginning on December 2, 2025, and on December 1, 2026, Lessee shall pay rent in the amount of Six Hundred Thirty Dollars (\$630.00) per year.

IN WITNESS, Lessor and Lessee duly executed this Lease Extension Agreement as of the date and year written above.

CITY OF WASHINGTON

By _____
Mayor

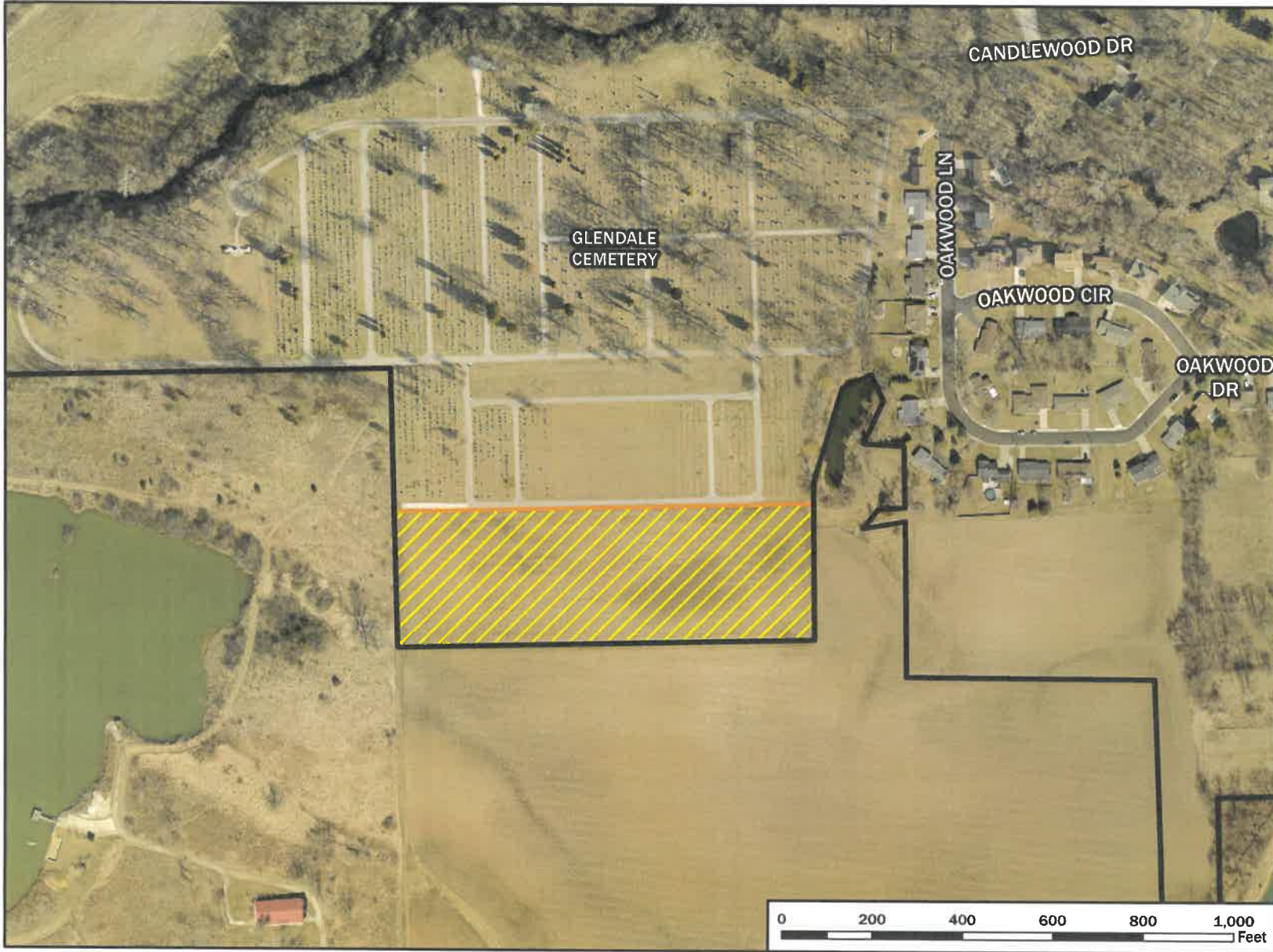
ATTEST:

LESSOR

City Clerk

John Guth

LESSEE



Location Map

Memorial Gardens
Approximately 6.5 Acres

Legend

-  City Boundary
-  Memorial Gardens



Date: 11/11/2025

This map indicates approximate data locations and may not be 100% accurate. Parcels are provided and maintained by Tazewell County.

EXHIBIT B

**LEASE AMENDMENT
AND
EXTENSION AGREEMENT**

THIS LEASE AMENDMENT AND EXTENSION AGREEMENT is made on August 16, 1999, by the **CITY OF WASHINGTON**, an Illinois municipal corporation, (referred to in this instrument as "Lessor") and **JOHN GUTH** of Tazewell County, Illinois, ("Lessee").

RECITALS

(1) Pursuant to the Lease dated November 7, 1995, Lessee let from Lessor approximately eleven (11) acres of real estate adjoining the City of Washington's cemetery and legally described in Exhibit "A", attached hereto and by reference expressly made a part hereof.

(2) Said Lease has been extended on prior occasions through October 31, 1998.

(3) Lessor and Lessee desire to reduce the amount of leased property and extend the term of the Lease for two (2) years with an option to extend by mutual agreement for an additional two (2) years.

THEREFORE, in consideration of the mutual promises contained in this Lease Amendment and Extension Agreement, the parties **AGREE** as follows:

**SECTION ONE
CONSTRUCTION**

This Lease Amendment and Extension Agreement shall be construed in conjunction with the Lease and, except as amended by this instrument, all of the terms, covenants, and conditions of the Lease shall remain in full force and effect and are ratified and confirmed by this instrument.

**SECTION TWO
DEFINED TERMS**

All terms used in this Lease Amendment and Extension Agreement shall have the meanings ascribed to them in the Lease unless otherwise defined in this instrument.

**SECTION THREE
LEASE TERM**

The term of the letting of the premises shall be extended from November 1, 1998,

through October 31, 2000. The Lease term shall terminate on November 1, 2000, without further notice to either party, unless the parties agree, in writing, that this Agreement shall be extended for an additional two-year term commencing on November 1, 2000, and terminating on October 31, 2002.

**SECTION FOUR
ACREAGE BEING RENTED**

The acreage being rented by Lessee shall be the above-described real estate, less a thirty-two (32) foot strip of even width off the north side of the property, which shall be used exclusively by the City for cemetery purposes. Lessee agrees that he shall disc and plow that thirty-two (32) foot strip and prepare a seed bed for the City to receive the property for cemetery use. Lessee shall receive a \$200 credit for said work off the rent due on October 2, 1999.

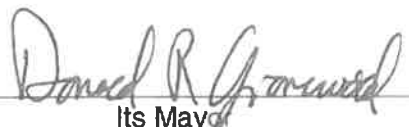
**SECTION FIVE
BASE RENT**

Beginning on October 2, 1999, and on October 2 of each year of the Lease thereafter, Lessee shall pay rent in the amount of Eight Hundred Twenty-five Dollars (\$825.00) per year.

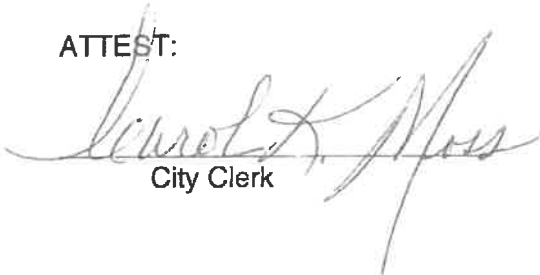
IN WITNESS, Lessor and Lessee duly executed this Lease Amendment and Extension Agreement as of the date and year written above.

CITY OF WASHINGTON

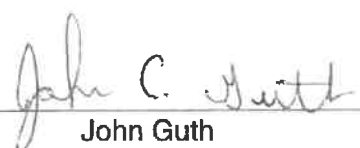
By


Its Mayor

ATTEST:


City Clerk

LESSOR


John Guth

LESSEE