

City of Rock Falls

603 W. 10th Street
Rock Falls, IL 61071-2854

Mayor
William B. Wescott
815-380-5333

City Administrator
Robbin Blackert
815-564-1366



City Clerk
815-622-1100
Ext. 4

City Treasurer
Kay Abner
815-622-1100

Rock Falls City Council Agenda
Council Chambers
603 W 10th Street, Rock Falls IL 61071

July 21, 2020
6:30 p.m.

Call to Order at 6:30 p.m.
Pledge of Allegiance
Roll Call

Audience Requests

Community Affairs

Bethany Bland, President/CEO, Rock Falls Chamber of Commerce

Consent Agenda

1. Approval of the Minutes of the July 7, 2020 Regular Council Meeting
2. Approval of bills as presented

Ordinances 2nd Reading and Adoption:

1. Ordinance 2020-2488 – Approving Electric Utility Easement and Authorizing Mayor to Execute a Farm Lease with Hoffman Brothers Partnership

City Administrator Robbin Blackert

Information/Correspondence

James Reese, City Attorney
Brian Frickenstein, City Engineer

Department Heads

Alderman Reports/Committee Chairman Requests

Ward 1

Alderman Bill Wangelin
Alderman Gabriella Palmer – Finance/Insurance/Investment Committee Chairman

Ward 2

Alderman Brian Snow - Building Code Committee Chairman

Ward 3

Alderman Jim Schuneman - Utility Committee Chairman/Tourism Committee Chairman

Alderman Rod Kleckler - Public Works/Public Property Committee Chairman

Ward 4

Alderman Lee Folsom - Police/Fire Committee Chairman

Alderman Violet Sobottka - Ordinance/License/Personnel/Safety Committee Chairman

Mayor's Report

1. Appointment of Casey Babel to the vacant position of 2nd Ward Alderman, term to run until the April 2021 election.

Adjournment

Next City Council meeting - August 4, 2020 at 6:30 p.m.

Posted: July 17, 2020

Michelle Conklin, Deputy City Clerk

The City of Rock Falls is subject to the requirements of the Americans with Disabilities Act of 1990. Individuals with Disabilities who plan to attend this meeting and who require certain accommodations in order to allow them to observe and/or participate in the meeting, or who have questions regarding the accessibility of the meeting or the facilities, are requested to contact Mark Searing, ADA Coordinator, at 1-815-622-1108 promptly to allow the City of Rock Falls to make reasonable accommodations within 48 hours of the scheduled meeting.

REGULAR MEETING MINUTES OF THE MAYOR AND ALDERMEN
OF THE CITY OF ROCK FALLS

July 7, 2020

The regular meeting of the Mayor and City Council of Rock Falls, Illinois was called to order at 6:30 p.m. July 7, 2020 in the Council Chambers by Mayor William B. Wescott.

Deputy City Clerk Michelle Conklin called the roll following the pledge of allegiance. A quorum was present including Mayor Wescott, Aldermen Palmer, Wangelin, Schuneman, Kleckler, Folsom and Sobottka. Alderman Snow being absent. In addition Attorney Matt Cole, Attorney James Reese and City Administrator Robbin Blackert were present.

Mayor Wescott opened the Public Hearing at 6:31 p.m. for the purpose of receiving written or oral comments regarding the proposed Appropriation Ordinance for the Fiscal Year commencing May 1, 2020 and ending April 30, 2021. There were no citizens present who wished to comment and there were no written comments received. Mayor Wescott closed the Public Hearing at 6:32 p.m.

A motion was made by Alderman Schuneman and second by Alderman Sobottka to approve the Proclamation Honoring Police Officer Ethan Riley for his actions and demonstration of bravery and service to others without concern for his own safety.

Vote 6 aye, motion carried.

Police Chief Tammy Nelson and Retired Sergeant Wayne Abell presented Officer Ethan Riley with the first Mitzi Abell Heroism Award for his heroic actions.

Bethany Bland, President/CEO of the Rock Falls Chamber of Commerce informed the City Council on the Summer Splash events that will be held on July 31, 2020 and August 1, 2020.

Consent Agenda items 1 and 2 were read aloud by Deputy City Clerk Michelle Conklin.

1. Approval of the Minutes of the June 16, 2020 Regular Council Meeting
2. Approval of bills as presented

A motion was made by Alderman Schuneman and second by Alderman Folsom to approve Consent Agenda items 1 and 2.

Vote 6 aye, motion carried.

A motion was made by Alderman Schuneman and second by Alderman Sobottka to approve Ordinance 2020-2482 Appropriation for the Fiscal Year Beginning May 1, 2020 and Ending April 30, 2021.

Vote 6 aye, motion carried.

A motion was made by Alderman Kleckler and second by Alderman Sobottka to approve Ordinance 2020-2483 Ordinance Amending the Zoning Map of the City of Rock Falls (301-303 E. Third Street, Rock Falls, IL 61071).

Vote 6 aye, motion carried.

A motion was made by Alderman Wangelin and second by Alderman Folsom to approve Ordinance 2020-2484 Ordinance Amending the Zoning Map of the City of Rock Falls (606 Emmons Avenue, Rock Falls, IL 61071).

Vote 6 aye, motion carried.

A motion was made by Alderman Sobottka and second by Alderman Folsom to approve Ordinance 2020-2485 Amending Chapter 26, Article VII of the Rock Falls Municipal Code Relating to Construction of Utilities in the Right-Of-Way.

Vote 6 aye, motion carried.

A motion was made by Alderman Schuneman and second by Alderman Wangelin to approve Ordinance 2020-2487 Sale of Surplus Property.

Vote 5 aye, 1 nay (Kleckler), motion carried.

A motion was made by Alderman Schuneman and second by Alderman Sobottka to approve Resolution 2020-849 Authorizing Engagement of Ward, Murray, Pace & Johnson, P.C., in their Capacity as City Attorneys, for the Purpose of Intervening and Protesting the Property Tax Appeal Filed by Walgreens.

Vote 6 aye, motion carried.

A motion was made by Alderman Wangelin and second by Alderman Sobottka to Approve utility write-off's for January 2020 through March 2020.

Vote 6 aye, motion carried.

A motion was made by Alderman Sobottka and second by Alderman Wangelin to approve the Agreement for Community Building Responsibility between the City of Rock Falls and the Rock Falls Chamber of Commerce as amended.

Vote 6 aye, motion carried.

A motion was made by Alderman Schuneman to approve the Water Department to purchase 5/8X3/4 Meters in the amount of \$16,500.00 from Ferguson Waterworks 1917 1st Ave N, Fargo, ND 58102.

Vote 6 aye, motion carried.

A motion was made by Alderman Schuneman and second by Alderman Sobottka for reconsideration of Approving Waiver of Certain Conditions of the Rock Falls Municipal Code Relating to Carry on Range.

Vote 5 aye, 1 nay (Kleckler), motion carried.

A motion was made by Alderman Schuneman and second by Alderman Sobottka to approve Ordinance 2020-2486 Approving Waiver of Certain Conditions of the Rock Falls Municipal Code Relating to Carry on Range and Authorizing the Mayor to Execute an Agreement with Respect to the Same.

Vote 5 aye, 1 nay (Kleckler), motion carried.

A motion was made by Alderman Schuneman and second by Alderman Wangelin to approve the License Agreement No. 3088 with the Illinois Department of Natural Resources for a 5 year term and payment of \$550.00 for the full term. (Storm Sewer at Nims Park).

Vote 6 aye, motion carried.

A motion was made by Alderman Sobottka and second by Alderman Palmer to approve the Assistant Water Superintendent Job Description.

Vote 6 aye, motion carried.

A motion was made by Alderman Sobottka and second by Alderman Folsom to appoint Alderwoman Palmer as the Chairman of Finance/Insurance/Investment Committee.

Viva Voce Vote, motion carried.

A motion was made by Alderman Schuneman and second by Alderman Folsom to appoint Alderman Snow as a member of the Utility Committee.

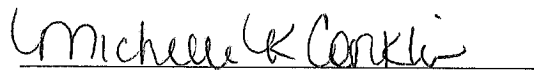
Viva Voce Vote, motion carried.

A motion was made by Alderman Sobottka and second by Alderman Folsom to accept the resignation/retirement of Police Chief Tammy Nelson - Retirement date of February 12, 2021.

Vote 5 aye, 1 nay (Folsom), motion carried.

A motion was made by Alderman Folsom and second by Alderman Sobottka to Adjourn.

Viva Voce Vote, motion carried. (7:16 p.m.)


Michelle K. Conklin, Deputy City Clerk

CITY OF ROCK FALLS

Rock Falls, Illinois 07/21/2020

To the Mayor and City Council of the City of Rock Falls, Your Committee on Finance would respectfully report that they have examined the following bills presented against the City, and have found the same correct and would recommend the payment of the various amounts to the several claimants as follows:

Tourism		6060.94
General Fund		45193.94
Building Code Demolition Fund		667.50
Industrial Development Fund		-330.00
TIF-Downtown Redevelopment		905.20
Electric		472348.28
Fiber Optic Broadband	Taxable	28695.93
	Tax Exempt	940.20
Sewer		133621.92
Water		32378.48
Garbage Fund		41789.84
Customer Service Center		13863.88
DUI Fund		\$788.62
Customer Utility Deposits		\$677.28
		\$777,602.01

Alderman Kleckler
Alderman Wangelin
Alderman Palmer

DATE: 07/08/20
TIME: 13:11:53
ID: AP443000.WOW

CITY OF ROCK FALLS
DEPARTMENT SUMMARY REPORT

PAGE: 1

INVOICES DUE ON/BEFORE 07/08/2020
INVOICES IN BATCH 070920P

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

CUSTOMER SERVICE CENTER			
51	CUSTOMER SERVICE CENTER		
760	ROCK FALLS POSTMASTER	3,500.00	3,500.00
	CUSTOMER SERVICE CENTER		3,500.00
	TOTAL ALL DEPARTMENTS		3,500.00

DATE: 07/08/20
 TIME: 15:36:44
 ID: AP443000.WOW

CITY OF ROCK FALLS
 DEPARTMENT SUMMARY REPORT

PAGE: 1

INVOICES DUE ON/BEFORE 07/09/2020

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

TOURISM			
05	TOURISM		
2796	U.S. CELLULAR	828.60	109.13
5032	COMCAST	727.65	5.82
795	SBM BUSINESS EQUIPMENT CENTER	1,400.25	668.34
	TOURISM		783.29
GENERAL FUND			
01	ADMINISTRATION		
5032	COMCAST	727.65	5.82
795	SBM BUSINESS EQUIPMENT CENTER	1,400.25	14.50
	ADMINISTRATION		20.32
02	CITY ADMINISTRATOR		
5032	COMCAST	727.65	2.91
795	SBM BUSINESS EQUIPMENT CENTER	1,400.25	14.50
	CITY ADMINISTRATOR		17.41
04	BUILDING		
4995	CLOUDPOINT GEOSPATIAL	21,900.00	1,093.75
5032	COMCAST	727.65	11.63
795	SBM BUSINESS EQUIPMENT CENTER	1,400.25	564.09
	BUILDING		1,669.47

05	CITY CLERK'S OFFICE		
5032	COMCAST	727.65	11.63
	CITY CLERK'S OFFICE		11.63
06	POLICE		
350	GISI BROS. INC.	1,035.09	368.08
4231	KIESLER POLICE SUPPLY INC		708.76

DATE: 07/08/20
 TIME: 15:36:44
 ID: AP443000.WOW

CITY OF ROCK FALLS
 DEPARTMENT SUMMARY REPORT

PAGE: 2

INVOICES DUE ON/BEFORE 07/09/2020

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

GENERAL FUND			
06	POLICE		
4368	JEREMY VONDRA		263.99
4508	LEXISNEXIS RISK SOLUTIONS	90.00	30.00
4692	PANTHER UNIFORMS, INC.	1,581.65	653.20
5032	COMCAST	727.65	90.05
5164	LEXIPOL LLC		8,728.00
	POLICE		10,842.08
10	STREET		
110	BONNELL INDUSTRIES, INC.	671.72	1,853.29
1449	QUALITY READY MIX	7,974.88	440.00
1853	MOORE TIRES INC.	2,529.83	-0.88
4827	KELLEY WILLIAMSON COMPANY	1,382.46	741.58
5032	COMCAST	727.65	5.82
55	ARAMARK UNIFORM SERVICES, INC.	2,134.74	88.60
	STREET		3,128.41
12	PUBLIC PROPERTY		
364	GRUMMERTS HARDWARE - STERLING	65.98	77.08
533	ELECTRONICS, INC.	1,168.00	39.00
T0005349	SLAB MASTERS INC DBA HELITACH		1,330.00
	PUBLIC PROPERTY		1,446.08
13	FIRE		
194	GRUMMERT'S HARDWARE - R.F.	1,174.41	75.08
3173	MUNICIPAL EMERGENCY SERVICES	2,565.10	150.00
423	AT&T	1,989.18	67.34
4559	CHUCK'S COMPRESSORS INC		295.00
5032	COMCAST	727.65	20.36
	FIRE		607.78
BUILDING CODE DEMOLITION FUND			
12	BUILDING CODE DEMOLITION FUND		

DATE: 07/08/20
 TIME: 15:36:44
 ID: AP443000.WOW

CITY OF ROCK FALLS
 DEPARTMENT SUMMARY REPORT

PAGE: 3

INVOICES DUE ON/BEFORE 07/09/2020

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

BUILDING CODE DEMOLITION FUND			
12	BUILDING CODE DEMOLITION FUND		
4027	WHITESIDE COUNTY RECORDER	87.50	43.00
	BUILDING CODE DEMOLITION FUND		43.00
TIF - DOWNTOWN REDEVELOPMENT			
19	DOWNTOWN REDEVELOPMENT		
1978	ILLINOIS TAX INCREMENT ASSOC.		550.00
	DOWNTOWN REDEVELOPMENT		550.00
ELECTRIC FUND			
20	OPERATION & MAINTENANCE		
1224	AIRGAS USA LLC	447.75	246.51
1449	QUALITY READY MIX	7,974.88	110.00
1853	MOORE TIRES INC.	2,529.83	159.74
194	GRUMMERT'S HARDWARE - R.F.	1,174.41	24.25
2451	MENARDS	545.84	91.97
2557	ASPLUNDH TREE EXPERT CO.	41,443.50	11,051.60
4626	ENGEL ELECTRIC CO.	1,599.00	1,311.68
4827	KELLEY WILLIAMSON COMPANY	1,382.46	33.48
5018	USIC LOCATING SERVICES LLC	1,134.12	873.84
5022	AIMS MECHANICAL, LLC	146,496.00	41,920.00
5032	COMCAST	727.65	29.05
5107	J F BRENNAN CO INC	6,090.00	7,835.00
5234	IMPERIAL CRANE SERVICES INC	11,700.00	14,137.50
533	ELECTRONICS, INC.	1,168.00	149.00
T0003571	COLE'S COMPLETE TREE SERVICE		1,200.00
----- OPERATION & MAINTENANCE -----			79,173.62
FIBER OPTIC BROADBAND/TAXABLE			
23	FIBER OPTIC BROADBAND/TAXABLE		
2451	MENARDS	545.84	93.93
5200	WALKER & ASSOCIATES, INC.		7,780.00
5207	INTERNET SERVICES PROVIDER NET	9,000.00	4,700.00
5224	TACHYON FIBER DESIGN LLC	2,000.00	1,000.00
5225	SYNDEO NETWORKS INC	27,085.00	13,542.50
FIBER OPTIC BROADBAND/TAXABLE			27,116.43

DATE: 07/08/20
 TIME: 15:36:44
 ID: AP443000.WOW

CITY OF ROCK FALLS
 DEPARTMENT SUMMARY REPORT

PAGE: 4

INVOICES DUE ON/BEFORE 07/09/2020

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

FIBER OPTIC	BROADBAND/TXEXEMPT		
24	FIBER OPTIC BROADBAND/TXEXEMPT		
5200	WALKER & ASSOCIATES, INC.		940.20
	FIBER OPTIC BROADBAND/TXEXEMPT		940.20
SEWER FUND			
30	SEWER		
5274	INSITUFORM TECHNOLOGIES USALLC		76,258.04
	SEWER		76,258.04
38	OPERATION & MAINTENANCE		
1279	WILCO RENTAL	55.22	119.95
1449	QUALITY READY MIX	7,974.88	515.00
2451	MENARDS	545.84	61.43
2517	WM CORPORATE SERVICES, INC	5,647.83	1,138.77
2655	MISSISSIPPI VALLEY PUMP, INC.	429.00	399.00
4014	IL DEPT OF NATURAL RESOURCES		550.00
4136	ILLINOIS EPA		15,000.00
4446	MORING DISPOSAL, INC.	88,364.88	1,650.00
4684	SCHMITT PLUMBING & HEATING INC	6,238.00	5,881.40
482	JOHNSON OIL CO	51.40	1,297.40
4827	KELLEY WILLIAMSON COMPANY	1,382.46	409.26
5032	COMCAST	727.65	20.36
5259	CHRIS STAUFFER	791.17	550.00
533	LECTRONICS, INC.	1,168.00	78.00
651	NICOR	5,871.84	79.94
	OPERATION & MAINTENANCE		27,750.51

WATER FUND			
40	WATER		
4361	FERGUSON WATERWORKS #2516	9,626.34	367.47
5131	METROPOLITAN INDUSTRIES, INC.	436.00	787.50
	WATER		1,154.97
48	OPERATION & MAINTENANCE		

DATE: 07/08/20
TIME: 15:36:44
ID: AP443000.WOW

CITY OF ROCK FALLS
DEPARTMENT SUMMARY REPORT

PAGE: 5

INVOICES DUE ON/BEFORE 07/09/2020

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

WATER FUND			
48	OPERATION & MAINTENANCE		
1110	MARTIN EQUIPMENT		5,916.21
1449	QUALITY READY MIX	7,974.88	635.00
194	GRUMMERT'S HARDWARE - R.F.	1,174.41	242.62
2606	MIKE'S REPAIR SERVICE	252.26	31.00
2796	U.S. CELLULAR	828.60	305.17
2847	PDC LABORATORIES, INC.	716.50	466.00
323	JOHN DEERE FINANCIAL	292.82	84.20
367	HACH COMPANY	633.91	462.00
4827	KELLEY WILLIAMSON COMPANY	1,382.46	542.80
5032	COMCAST	727.65	14.54
5304	ACE HARDWARE AND OUTDOOR		699.99
55	ARAMARK UNIFORM SERVICES, INC.	2,134.74	97.83
631	MURRAY & SONS EXCAVATING, INC	58,600.50	6,076.00
	OPERATION & MAINTENANCE		15,573.36
CUSTOMER SERVICE CENTER			
51	CUSTOMER SERVICE CENTER		
4081	CIVIC SYSTEMS, LLP		8,849.00
5032	COMCAST	727.65	20.36
	CUSTOMER SERVICE CENTER		8,869.36
CUSTOMER UTILITY DEPOSITS			
75	CUSTOMER UTILITY DEPOSITS		
T0005348	ROBINSON INVESTMENT LTD		451.21
T0005350	PEGGY VIGOR		226.07

	CUSTOMER UTILITY DEPOSITS		677.28
	TOTAL ALL DEPARTMENTS		256,633.24

DATE: 07/16/20
 TIME: 14:29:23
 ID: AP443000.WOW

CITY OF ROCK FALLS
 DEPARTMENT SUMMARY REPORT

INVOICES DUE ON/BEFORE 07/17/2020

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

TOURISM			
05	TOURISM		
1289	CITY OF ROCK FALLS UTILITIES	99,275.53	9.15
1472	WARD, MURRAY, PACE & JOHNSON	16,597.50	483.50
2528	LAMAR ADVERTISING COMPANY	3,070.00	1,535.00
5118	SIKICH, LLP		250.00
T0003454	TERRY HICKS		1,000.00
T0005331	ROSARIO ROCHA		2,000.00
	TOURISM		5,277.65
GENERAL FUND			
01	ADMINISTRATION		
1289	CITY OF ROCK FALLS UTILITIES	99,275.53	9.15
1472	WARD, MURRAY, PACE & JOHNSON	16,597.50	-6,475.50
4926	CIRCUIT CLERK OF DUPAGE COUNTY		150.00
5118	SIKICH, LLP		2,500.00
T0004608	UNION DRAINAGE DISTRICT		10,000.00
	ADMINISTRATION		6,183.65
02	CITY ADMINISTRATOR		
1289	CITY OF ROCK FALLS UTILITIES	99,275.53	4.57
	CITY ADMINISTRATOR		4.57
03	PLANNING/ZONING		
1472	WARD, MURRAY, PACE & JOHNSON	16,597.50	147.00
	PLANNING/ZONING		147.00
04	BUILDING		
1289	CITY OF ROCK FALLS UTILITIES	99,275.53	18.30
1472	WARD, MURRAY, PACE & JOHNSON	16,597.50	370.50
	BUILDING		388.80

DATE: 07/16/20
 TIME: 14:29:23
 ID: AP443000.WOW

CITY OF ROCK FALLS
 DEPARTMENT SUMMARY REPORT

PAGE: 2

INVOICES DUE ON/BEFORE 07/17/2020

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

GENERAL FUND			
05	CITY CLERK'S OFFICE		
1289	CITY OF ROCK FALLS UTILITIES	99,275.53	18.30
795	SBM BUSINESS EQUIPMENT CENTER	2,661.68	107.00
829	SELF HELP ENTERPRISE		81.40
	CITY CLERK'S OFFICE		206.70
06	POLICE		
1289	CITY OF ROCK FALLS UTILITIES	99,275.53	1,057.27
1472	WARD, MURRAY, PACE & JOHNSON	16,597.50	-36.00
1853	MOORE TIRES INC.	2,688.69	30.08
194	GRUMMERT'S HARDWARE - R.F.	1,516.36	8.08
3010	CUSTOM MONOGRAM	2,000.00	252.50
350	GISI BROS. INC.	1,403.17	80.00
364	GRUMMERTS HARDWARE - STERLING	143.06	77.08
4299	ILEAS		120.00
4579	CROWN EXTERMINATORS, INC	65.00	50.00
5182	EBY GRAPHICS		35.00
533	ELECTRONICS, INC.	1,434.00	318.00
651	NICOR	5,951.78	33.56
752	ROCK FALLS AREA DOG CONTROL	960.84	546.42
	POLICE		2,571.99
07	CODE HEARING DEPARTMENT		
4931	MUNICIPAL SYSTEMS INC	1,215.23	1,188.02
	CODE HEARING DEPARTMENT		1,188.02

10	STREET		
1023	WILLETT, HOFMANN & ASSOCIATES	47,206.93	8,777.35
1289	CITY OF ROCK FALLS UTILITIES	99,275.53	730.57
194	GRUMMERT'S HARDWARE - R.F.	1,516.36	0.00
4207	O'REILLY AUTOMOTIVE INC	1,068.82	33.35
4655	WHEELHOUSE, INC.	99.25	20.00
55	ARAMARK UNIFORM SERVICES, INC.	2,321.17	88.60
	STREET		9,649.87

DATE: 07/16/20
 TIME: 14:29:23
 ID: AP443000.WOW

CITY OF ROCK FALLS
 DEPARTMENT SUMMARY REPORT

PAGE: 3

INVOICES DUE ON/BEFORE 07/17/2020

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

GENERAL FUND			
12	PUBLIC PROPERTY		
1289	CITY OF ROCK FALLS UTILITIES	99,275.53	3,589.82
651	NICOR	5,951.78	120.57
T0005349	SLAB MASTERS INC DBA HELITACH	1,330.00	450.00
	PUBLIC PROPERTY		4,160.39
13	FIRE		
1289	CITY OF ROCK FALLS UTILITIES	99,275.53	1,034.38
1472	WARD, MURRAY, PACE & JOHNSON	16,597.50	-367.50
350	GISI BROS. INC.	1,403.17	311.41
4664	STAPLES ADVANTAGE	214.54	73.79
4846	CDS OFFICE TECHNOLOGIES		1,161.00
4902	MATT KOBBERMAN		86.00
651	NICOR	5,951.78	100.69
967	UNIVERSITY OF IL PYMT CENTER		550.00
	FIRE		2,949.77
BUILDING CODE DEMOLITION FUND			
12	BUILDING CODE DEMOLITION FUND		
1472	WARD, MURRAY, PACE & JOHNSON	16,597.50	624.50
	BUILDING CODE DEMOLITION FUND		624.50
INDUSTRIAL DEVELOPMENT FUND			
14	INDUSTRIAL DEVELOPMENT		
1472	WARD, MURRAY, PACE & JOHNSON	16,597.50	-330.00
	INDUSTRIAL DEVELOPMENT		-330.00
TIF - DOWNTOWN REDEVELOPMENT			
19	DOWNTOWN REDEVELOPMENT		
5229	RECON LAWN & LANDSCAPE		355.20
	DOWNTOWN REDEVELOPMENT		355.20

DATE: 07/16/20
 TIME: 14:29:23
 ID: AP443000.WOW

CITY OF ROCK FALLS
 DEPARTMENT SUMMARY REPORT

PAGE: 4

INVOICES DUE ON/BEFORE 07/17/2020

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

ELECTRIC FUND			
20	OPERATION & MAINTENANCE		
1023	WILLETT, HOFMANN & ASSOCIATES	47,206.93	828.15
1224	AIRGAS USA LLC	694.26	81.34
1289	CITY OF ROCK FALLS UTILITIES	99,275.53	8,191.56
1472	WARD, MURRAY, PACE & JOHNSON	16,597.50	1,080.50
194	GRUMMERT'S HARDWARE - R.F.	1,516.36	25.22
2451	MENARDS	793.17	13.98
2557	ASPLUNDH TREE EXPERT CO.	52,495.10	9,867.50
2606	MIKE'S REPAIR SERVICE	283.26	45.85
283	ANIXTER INC	91,165.05	1,708.00
4207	O'REILLY AUTOMOTIVE INC	1,068.82	19.81
4215	POWER LINE SUPPLY	6,918.12	2,732.04
437	ILLINOIS MUNICIPAL ELECTRIC	682,368.46	275,195.28
4544	UPS	104.34	39.46
4626	ENGEL ELECTRIC CO.	2,910.68	523.50
4730	FLETCHER-REINHARDT CO	3,378.41	1,870.68
4795	WESTWOOD MACHINE & TOOL CO	803.00	803.00
4938	MICHLIG ENERGY LTD	20,599.65	31,769.18
5012	A C MCCARTNEY	975.71	277.37
5022	AIMS MECHANICAL, LLC	188,416.00	50,620.00
5118	SIKICH, LLP		1,000.00
5135	BUNTJER BROS INC	3,687.15	2,650.75
5205	TALLMAN EQUIPMENT CO INC.		428.11
5210	RITZ SAFETY LLC	1,164.43	446.32
5261	VITA PLUS - LANARK	2,473.82	2,826.04
651	NICOR	5,951.78	127.30
67	B & D SUPPLY CO.	92.79	3.72
	OPERATION & MAINTENANCE		393,174.66

FIBER OPTIC BROADBAND/TAXABLE			
23	FIBER OPTIC BROADBAND/TAXABLE		
1472	WARD, MURRAY, PACE & JOHNSON	16,597.50	1,579.50
	FIBER OPTIC BROADBAND/TAXABLE		1,579.50

SEWER FUND			
38	OPERATION & MAINTENANCE		
1289	CITY OF ROCK FALLS UTILITIES	99,275.53	24,267.19
1472	WARD, MURRAY, PACE & JOHNSON	16,597.50	1,465.00
2451	MENARDS	793.17	33.69

DATE: 07/16/20
TIME: 14:29:23
ID: AP443000.WOW

CITY OF ROCK FALLS
DEPARTMENT SUMMARY REPORT

PAGE: 5

INVOICES DUE ON/BEFORE 07/17/2020

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

SEWER FUND			
38	OPERATION & MAINTENANCE		
34	ALTORFER INC.	729,847.27	11.24
4027	WHITESIDE COUNTY RECORDER	130.50	21.50
423	AT&T	2,056.52	346.45
5118	SIKICH, LLP		500.00
631	MURRAY & SONS EXCAVATING, INC	64,676.50	2,646.00
651	NICOR	5,951.78	294.61
795	SBM BUSINESS EQUIPMENT CENTER	2,661.68	27.69
	OPERATION & MAINTENANCE		29,613.37
WATER FUND			
40	WATER		
4361	FERGUSON WATERWORKS #2516	9,993.81	2,884.55
5151	LEE JENSEN SALES CO, INC.		1,618.00
	WATER		4,502.55
48	OPERATION & MAINTENANCE		
1224	AIRGAS USA LLC	694.26	42.20
1289	CITY OF ROCK FALLS UTILITIES	99,275.53	7,271.23
1472	WARD, MURRAY, PACE & JOHNSON	16,597.50	1,204.50
1740	VIKING CHEMICAL CO	810.00	1,378.00
194	GRUMMERT'S HARDWARE - R.F.	1,516.36	32.15
2301	STERLING NAPA	128.17	25.54
2451	MENARDS	793.17	14.36
2611	FISCH MOTORS INC	69.00	34.00
4027	WHITESIDE COUNTY RECORDER	130.50	21.50
4478	STERLING FENCE		519.00
5118	SIKICH, LLP		500.00
55	ARAMARK UNIFORM SERVICES, INC.	2,321.17	105.12
	OPERATION & MAINTENANCE		11,147.60
GARBAGE FUND			
50	GARBAGE		
1472	WARD, MURRAY, PACE & JOHNSON	16,597.50	-165.00
4446	MORING DISPOSAL, INC.	90,014.88	41,704.84
5118	SIKICH, LLP		250.00
	GARBAGE		41,789.84

DATE: 07/16/20
TIME: 14:29:23
ID: AP443000.WOW

CITY OF ROCK FALLS
DEPARTMENT SUMMARY REPORT

PAGE: 6

INVOICES DUE ON/BEFORE 07/17/2020

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

CUSTOMER SERVICE CENTER			
51	CUSTOMER SERVICE CENTER		
1289	CITY OF ROCK FALLS UTILITIES	99,275.53	32.02
1472	WARD, MURRAY, PACE & JOHNSON	16,597.50	1,462.50
	CUSTOMER SERVICE CENTER		1,494.52
DUI FUND			
55	DUI		
T0004231	ULTRA STROBE COMMUNICATIONS		788.62
	DUI		788.62
	TOTAL ALL DEPARTMENTS		517,468.77

CITY OF ROCK FALLS

ORDINANCE NO. _____

**ORDINANCE APPROVING ELECTRIC UTILITY EASEMENT
AND AUTHORIZING MAYOR TO EXECUTE A
FARM LEASE WITH HOFFMAN BROTHERS PARTNERSHIP**

ADOPTED BY THE
CITY COUNCIL
OF THE
CITY OF ROCK FALLS

THIS _____ DAY OF _____, 2020

Published in pamphlet form by authority of the City Council of the City of Rock Falls, Illinois,
this _____ day of _____, 2020.

ORDINANCE NO. _____

**ORDINANCE APPROVING ELECTRIC UTILITY EASEMENT
AND AUTHORIZING MAYOR TO EXECUTE A
FARM LEASE WITH HOFFMAN BROTHERS PARTNERSHIP**

WHEREAS, Hoffman Brothers Partnership, an Illinois partnership (“Hoffman Bros.”) is the owner of certain real estate located in the Industrial Park of the City of Rock Falls, Whiteside County, Illinois, which real estate consists of approximately ninety-two (92) acres of farm land, being commonly described as PIN #11-30-426-005 (the “Hoffman Property”); and

WHEREAS, in connection with the expansion of the City of Rock Falls’ (the “City”) electrical utilities to properties being developed within the City’s Industrial Park, the City desires to obtain an easement for the construction and maintenance of such electrical utilities across the Hoffman Property, all as more particularly described on Exhibit A, attached hereto (the “Electric Utility Easement”); and

WHEREAS, the City is the owner of approximately ten (10) acres of tillable farm land (the “Farm Property”), said Farm Property being located due east of the City’s sewer plant at 101 Clearwater Dr., Rock Falls, IL 61071 and being generally north of and adjacent to the Hoffman Property; and

WHEREAS, Hoffman Bros. is willing to grant the Electric Utility Easement to City for the sum of one dollar (\$1.00) in exchange for the opportunity to lease the Farm Property from City for purposes of its farming operations; and

WHEREAS, pursuant to Section 11-76-1 of the Illinois Municipal Code (65 ILCS 5/1-1-1 et. seq.) the corporate authorities of the City have the authority to lease real property owned by the City for terms not exceeding two (2) years; and

WHEREAS, Hoffman Bros. and City have negotiated an agreement for the lease of the Farm Property to Hoffman Bros., all as more specifically set forth in the cash farm lease attached hereto as Exhibit B (the “Lease”); and

WHEREAS, the term of the proposed Lease is for a period of one (1) year, with an option to renew for successive terms of one (1) year upon mutual consent of the parties; and

WHEREAS, the Mayor and the City Council (collectively, the “Corporate Authorities”) deem it in the best interests of the City to approve the Electric Utility Easement and to enter into the Lease with Hoffman Bros. all upon the respective terms and conditions contained therein.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and the City Council of the City of Rock Falls, as follows:

SECTION 1: The Mayor and the City Council hereby find that the recitals above are true and correct and are incorporated herein by reference.

SECTION 2: The Electric Utility Easement and the Lease to Hoffman Bros., attached hereto as Exhibit A and Exhibit B, respectively, are approved. The Mayor is hereby authorized

to execute, and the City Clerk is hereby authorized to attest the Lease to Hoffman Bros. for a term of one (1) year upon the terms and conditions contained therein.

SECTION 3: The provisions and sections of this Ordinance shall be deemed to be separable, and the invalidity of any portion of this Ordinance shall not affect the validity of the remainder.

SECTION 4: All ordinances and parts of ordinances in conflict herewith are, to the extent of such conflict, hereby repealed.

SECTION 5: The City Council finds that the customary practice of requiring a first and second reading of ordinances is not applicable or necessary in the case of this Ordinance, and a first reading preliminary to adoption hereof is hereby waived, and this Ordinance shall become effective upon its passage.

SECTION 6: The City Clerk is hereby directed to publish this Ordinance in pamphlet form.

SECTION 7: This Ordinance shall be in full force and effect from and after its passage and approval, and publication as required by law.

Passed by the Mayor and the City Council of the City of Rock Falls on the _____ day of _____, 2020.

Mayor

ATTEST:

City Clerk

AYE

NAY

Exhibit A

(attach electric utility easement)

**EASEMENT FOR ELECTRIC
UTILITY FACILITIES**

PIN 11-30-426-005

KNOW ALL PERSONS BY THESE PRESENTS, that HOFFMAN BROTHERS PARTNERSHIP, an Illinois Partnership, Grantor, for and in consideration of one dollar (\$1.00) and other good and valuable consideration in hand paid by the Grantee, to the Grantors, the receipt whereof is hereby acknowledged, hereby gives, grants, conveys and warrants to the CITY OF ROCK FALLS, ILLINOIS, a municipal corporation organized under the laws of the State of Illinois, Grantee, a permanent easement, and the right to construct, replace, repair, reconstruct and maintain underground ELECTRIC UTILITY FACILITIES, which ELECTRIC UTILITY FACILITIES shall include but not be limited to: underground cables, wires, conduits, switches, connectors, fuses, handholds, broadband or broadband network cabling, and said grant shall also include the right to maintain and make all necessary repairs to said underground ELECTRIC UTILITY FACILITIES, as may be reasonable and proper, together with the right of ingress and egress for the purpose of constructing, replacing, repairing, reconstructing and maintaining said ELECTRIC UTILITY FACILITIES over, along, upon, under and through said described real estate, and the said Grantors further give and grant to the CITY OF ROCK FALLS, ILLINOIS, Grantee, as part of said consideration the right and privilege to use such additional ground and area as may be necessary in the construction or maintenance of said ELECTRIC UTILITY FACILITIES, not exceeding 25 feet in width adjacent to the boundaries of said permanent easement described herein.

The permanent easement is more particularly described as follows:

UTILITY EASEMENT DESCRIPTION:

Part of the Southeast Quarter of Section 30, Township 21 North, Range 7 East of the Fourth Principal Meridian, Whiteside County, Illinois, described as follows:

Commencing from the southwest corner of said Southeast Quarter; thence North 0 degrees 37 minutes 16 seconds West, a distance of 1906.70 feet on the west line of said Southeast Quarter, to the south right of way line of Clearwater Drive; thence North 89 degrees 28 minutes 14 seconds East, a distance of 1319.04 feet on said south right of way line and its easterly extension, to the east line of the Northwest Quarter of said Southeast Quarter, and the Point of Beginning; thence North 0 degrees 31 minutes 25 seconds West, a distance of 742.20 feet on said west line, to the north line of said Southeast Quarter; thence North 89 degrees 28 minutes 14 seconds East,

a distance of 15.00 feet on said north line; thence South 0 degrees 31 minutes 25 seconds East, a distance of 742.20 feet; thence South 89 degrees 28 minutes 14 seconds West, a distance of 15.00 feet to the Point of Beginning, containing 0.26 acre, more or less.

PIN 11-30-426-005

All situated immediately contiguous to the City of Rock Falls, County of Whiteside in the State of Illinois.

Grantor, its successors and/or assigns hereby covenant to and with Grantee, that the Grantee's officers, agents, employees or persons under contract with it, may at any and all times, when necessary or convenient to do so, go over and upon said above described permanent easement, and do and perform any and all acts necessary or convenient to the carrying into effect, the purpose for which this grant is made; that neither Grantor nor any or either of them, shall disturb, injure, molest or in any manner interfere with any ELECTRIC UTILITY FACILITIES or material for laying, maintaining, operating or repairing the same in, over or upon said described easement.

The Grantee hereby covenants and agrees and said easement is hereby granted upon the express conditions that care, skill and diligence will be used in constructing and laying said underground ELECTRIC UTILITY FACILITIES on the easement aforesaid; that all of the dirt, gravel or stone removed shall be replaced and compacted upon the top of the excavation where the ELECTRIC UTILITY FACILITY is laid so as to leave the ground in substantially the same condition that existed before said ELECTRIC UTILITY FACILITY was laid, with exception of any above ground overhead support poles, or wires and all surplus dirt or gravel is to be carefully removed from the premises; that all the work of excavation is to be done in such a manner as in no way to endanger or interfere with the use of the property of the Grantor; causing no damage to the buildings or improvements of the Grantor of said Easement nor interfering with or removing the support of the same; that it will save the Grantor harmless from any and all loss or damage the Grantor may sustain growing out of or arising in any manner from the construction, maintenance repairing, altering, changing, using or removal of said ELECTRIC UTILITY FACILITIES; that upon the completion of the construction of said ELECTRIC UTILITY FACILITIES, it will restore the surface of said premises to substantially the same condition as existed prior to the Grantee's entrance thereon with exception of any above ground, overhead poles or wires, weather conditions permitting.

Dated this 14th day of July A.D., 2020.

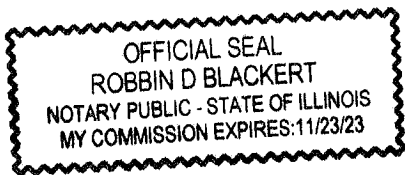
HOFFMAN BROTHERS PARTNERSHIP

By, [Signature] - MANAGING PARTNER

STATE OF ILLINOIS)
) SS
COUNTY OF WHITESIDE)

I, Robbin D. Blackert A Notary Public in and for the said County, in the State aforesaid, do hereby certify that Roger Hoffman, as agent of Hoffman Brothers Partnership, personally known to me to be the same persons whose name are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act including the release and waiver of the right of homestead.

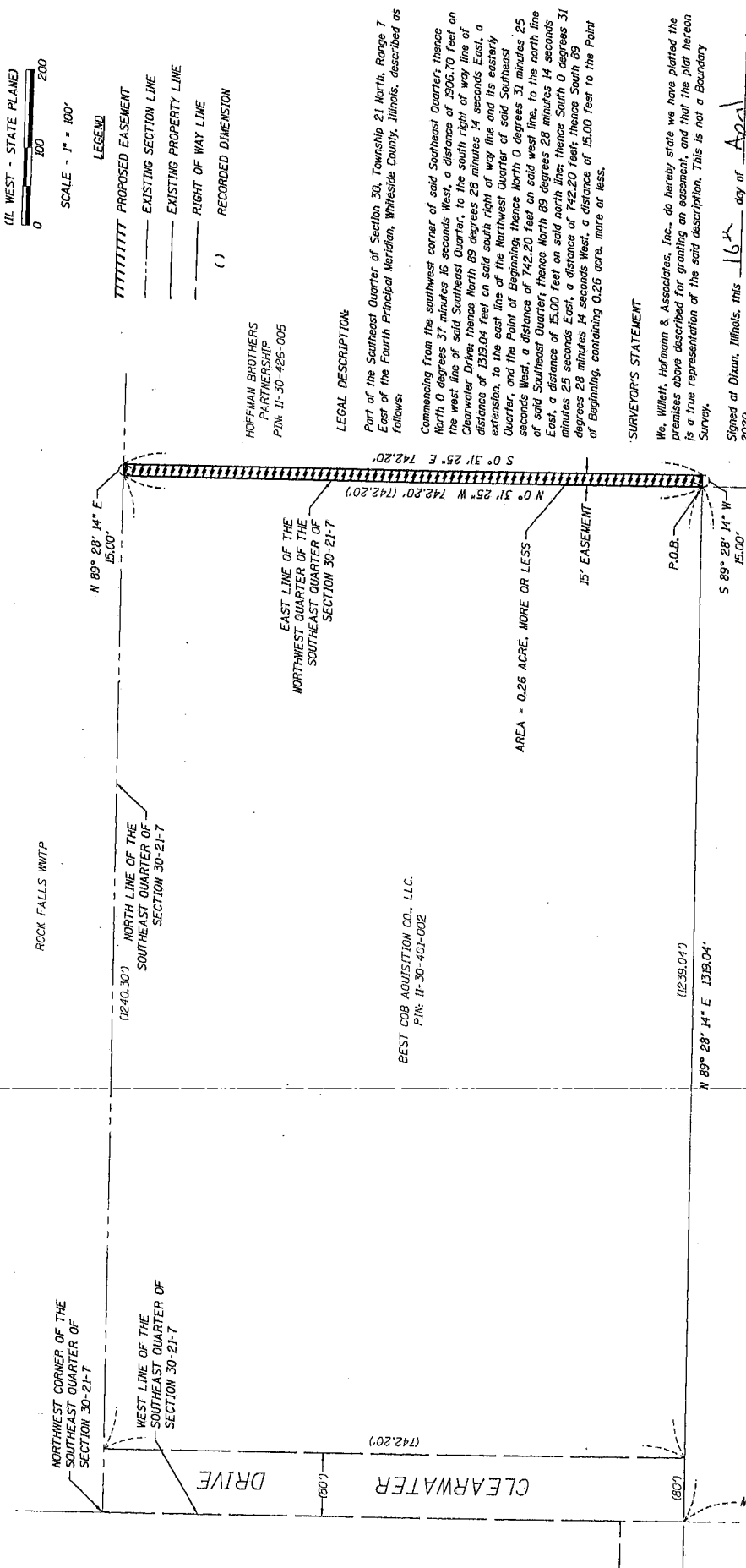
Given under my hand and Notarial seal this 14th day of July A.D., 2020.



Robbin D. Blackert
Notary Public

Drafted By and Return To: Timothy B. Zollinger
Ward, Murray, Pace & Johnson, P.C.
202 E Fifth Street | P.O. Box 400
Sterling, IL 61081-0400
(815) 625-8200

EASEMENT PLAT
PART OF THE SOUTHEAST QUARTER OF SECTION 30, TOWNSHIP 21 NORTH,
RANGE 7 EAST OF THE FOURTH PRINCIPAL MERIDIAN
WHITESIDE COUNTY, ILLINOIS



- LEGEND**
- TTTTTTTTT PROPOSED EASEMENT
 - EXISTING SECTION LINE
 - EXISTING PROPERTY LINE
 - RIGHT OF WAY LINE
 - () RECORDED DIMENSION

HOFFMANN BROTHERS
 PARTNERSHIP
 PIN: 11-30-426-005

LEGAL DESCRIPTION:

Part of the Southeast Quarter of Section 30, Township 21 North, Range 7 East of the Fourth Principal Meridian, Whiteside County, Illinois, described as follows:

BEST COB ACQUISITION CO., LLC.
 PIN: 11-30-401-002

Commencing from the southwest corner of said Southeast Quarter; thence North 0 degrees 37 minutes 16 seconds West, a distance of 1906.70 feet on the west line of said Southeast Quarter, to the south right of way line of Clearwater Drive; thence North 89 degrees 28 minutes 14 seconds East, a distance of 1519.04 feet on said south right of way line and its easterly extension, to the east line of the Northwest Quarter of said Southeast Quarter, and the Point of Beginning; thence North 0 degrees 31 minutes 25 seconds West, a distance of 742.20 feet on said west line, to the north line of said Southeast Quarter; thence North 89 degrees 28 minutes 14 seconds East, a distance of 15.00 feet on said north line; thence South 0 degrees 31 minutes 25 seconds East, a distance of 742.20 feet; thence South 89 degrees 28 minutes 14 seconds West, a distance of 15.00 feet to the Point of Beginning, containing 0.26 acre, more or less.

SURVEYOR'S STATEMENT

We, Willett, Hoffmann & Associates, Inc., do hereby state we have plotted the premises above described for granting an easement and that the plat hereon is a true representation of the said description. This is not a Boundary Survey.

Signed at Dixon, Illinois, this 16th day of April 2020.

Jeffrey B. Hoffmann
 Jeffrey B. Hoffmann, Illinois Professional Land Surveyor No. 35-3506
 Current expiration date: 30 November 2020



<p>WILLET HOFMANN & ASSOCIATES, INC. ENGINEERING, ARCHITECTURE, LAND SURVEYING 808 EAST 2ND STREET, DIXON, IL 61011-0427 TEL: 815-284-3381 DESIGN: FROM: P184-00018</p>	DESIGNED: _____ DRAWN: _____ REVIEWED: _____ APPROVED: _____ APPROVED: _____	CITY OF ROCK FALLS PART OF THE S.E. 1/4 OF SEC. 30, T. 21 N., R. 7 E. OF THE 4TH P.M., WHITESIDE CO., IL	PHASE <input type="checkbox"/> PRELIM <input checked="" type="checkbox"/> FINAL <input type="checkbox"/> PERMIT <input type="checkbox"/> BID	WHA NO. 1132220 SHEET No. 01
	EASEMENT PLAT	DATE 04-16-20	CONST <input type="checkbox"/>	DATE 04-16-20

Exhibit B

(attach cash farm lease)

CASH FARM LEASE

(Sewer Plant / part of former Zapf Farm)

This lease is entered into on the 14th day of July 2020, between the **CITY OF ROCK FALLS** (hereinafter referred to as "Landlord"), Rock Falls, IL 61071, and **HOFFMAN BROTHERS PARTNERSHIP 709 Hoffman Drive, Rock Falls, IL 61071** (hereinafter collectively referred to as "Tenant").

Description of Land:

Landlord rents and leases to Tenant, to occupy and to use for agricultural purposes only, certain farm real estate located in Whiteside County, Illinois, previously known as part of the Zapf Farm consisting of approximately 10 tillable acres due east of the City Sewer Plan and situated in Section 30, Township 21 North, Range 7 East of the 4th Principal Meridian, Whiteside County, Illinois (the "Real Estate"). The outline of the real estate intended for use is depicted on the attached drawing. (Exhibit A)

Term of Lease:

The term of this lease shall be from March 1, 2020 to the last day of February 2021, and Tenant shall surrender possession at the end of this term or at the end of any extension thereof. Extensions must be made in writing and signed by both parties hereto. Both parties agree that failure to execute an extension at least four months before the end of the current term shall be conclusive notice of intent to allow the lease to expire on February 28, 2021. **Statutory notice of termination from Landlord to Tenant is hereby expressly waived for the February 28, 2021 termination date or any subsequent last day of February termination date, if this Lease is extended as provided herein..**

This lease shall be binding upon the heirs, executors, administrators and successors in interest of Tenant.

Amendments, extensions, or any alterations to this lease shall only be valid if in writing signed by Tenant and approved by the City council of Landlord. No person shall have authority to alter the obligations of Tenant hereunder without the approval of a majority of the elected members of the City Council of Landlord. In the event of failure to agree on proposed alterations, the existing provisions of the lease shall control operations.

Section 1: Amount of Rent and Time of Payment.

A. Tenant agrees to pay the Landlord annual cash rent for the above-described farm in the amount of one dollar (\$ 150.00) per tillable acre for 10 tillable acres (\$ 150.00 x 10 = \$ 1500) as follows:

The full amount shall be paid on or before April 15th of each lease year. The rent is based upon the tillable acreage as determined by Farm Services Administration ("FSA") for Whiteside County.

Section 2: Landlord's Investment and Expenses. The Landlord agrees to furnish the property and to pay the items of expenses listed below:

- A. The above-described farm, excluding all improvements.
- B. Real estate taxes on all land and improvements.

Section 3: Tenant's Investment and Expenses. Tenant agrees to furnish the property and to pay the items of expense listed below:

- A. All the machinery, equipment, labor, fuel and power necessary to farm the premises properly.
- B. All seed, inoculation, disease-treatment materials, and fertilizers.
- C. All other items of crop expense not furnished by Landlord as provided in Section 2.

Section 4: Tenant's Duties in Operating Farm. Tenant further agrees that it will perform and carry out the stipulations below:

- A. Activities required:
 - 1. To cultivate the farm faithfully and in a timely, thorough, and businesslike manner.
 - 2. If needed, to inoculate all corn, alfalfa and soybean seed sown on land not known to be thoroughly inoculated for the crop planted.
 - 3. 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, and to mow grass waterways on a regular basis.
 - 5. To preserve established watercourses or ditches, and to refrain from any operation that will injure them.
- 6. To prevent all unnecessary waste, or loss, or damage to the property of Landlord.
- 7. To comply with rules and regulations of the Illinois Pollution Control Board.
- 8. To practice fire prevention, follow safety rules, and abide by restrictions in the Landlord's insurance contracts.
- B. Activities restricted:

Tenant further agrees, unless it shall first have obtained the written consent of Landlord:

- (a) Without notice to the City, not to assign this lease to any person or persons or sublet any part of the premises; in the event of such assignment or sublease without notice, this lease may, at Landlord's discretion, be terminated and may be deemed null and void.

(b) Not to erect or permit to be erected any structure or building or to incur any expense to the Landlord for such purpose.

(c) Not to permit, encourage, or invite other persons to use any part or all of this property for any purpose or activity not directly related to its use for agricultural production.

(d) Not to plow permanent pasture or meadowland.

(e) Not to cut live trees for sale purposes or personal uses.

(f) Not to permit the erection of any commercial advertising signs on the farm.

(g) Not to permit the placement or dumping upon the farm of any waste, trash, refuse, garbage, rubbish, debris, construction debris or hazardous materials or substances. Hazardous material shall mean: (a) asbestos in any form; (b) urea formaldehyde foam insulation; (c) transformers or other equipment which contain dielectric fluid containing levels of polychlorinated biphenyls in excess of 50 parts per million; or (d) any other chemical, material or substance which is (i) regulated or identified as toxic or hazardous or exposure to which is prohibited, limited, or regulated by an Applicable Law, or either (ii) present in amounts in excess of what is permitted or deemed safe under Applicable Law, or (iii) handled, stored or otherwise used in any way which is prohibited or deemed unsafe under Applicable Law. "Applicable "Law" shall mean any law, rule, order, ordinance, or regulation of any federal, state, county, regional, local or other government authority.

(h) Not to allow any hunting or trapping on the leased land.

C. Additional agreements.

(a) Tenant agrees to maintain present fertility levels and pH levels during the term of said lease and shall return the soil to Landlord in substantially the same condition as exists at the commencement of said lease. Soil fertility and Ph levels will be determined by performance by Tenant of soil tests upon the land. Copies of the results will be supplied to Landlord, together with copies of certificates of application of all fertilizers and lime applied to the land by Tenant during the term of the lease.

(b) Landlord shall have the right to withdraw a portion the aforesaid Real Estate from this lease by giving Tenant written notice of its election to withdraw such property which notice must be delivered to Tenant prior to November 1 of the following crop year. Landlord shall, at the time of giving such notice, warrant to Tenant that the parcel(s) being withdrawn from the lease is being permanently removed from crop production. In such circumstance, the annual rent shall be re-determined based upon the remaining tillable acreage as determined by FSA as set out above.

Section 5: Default, Yielding Possession, Right of Entry.

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 ten (10) days from the

date of such notice. Settlement shall then be made in accordance with the provisions of Clause C of this Section.

B. Yielding Possession. Tenant agrees that at the expiration or termination of this lease, it will yield possession of the premises to Landlord without further demand or notice. If Tenant fails to yield possession, he shall pay to Landlord liquidated damages of \$75.00 per day, or if liquidated damages are not specified, the statutory double rent shall apply for each day they remain in possession thereafter, in addition to any actual damages caused by Tenant to Landlord's land or improvements, and said payments shall not entitle said Tenant to any interest of any kind or character in or on the premises.

C. Landlord's Lien for Rent and Performance. The Landlord's lien provided by law on crops grown or growing shall be the security for the rent herein specified and for the faithful performance of the terms of the lease. Tenant shall, if requested in writing by Landlord, provide Landlord with the names of persons or entities to whom Tenant intends to sell crops grown on these demised premises at least thirty (30) days prior to the sale of such crops. A lesser period may be allowed by mutual written agreement. If Tenant shall fail to pay the rent due or shall fail to keep any of the agreements of this lease, all costs and attorney fees of Landlord in enforcing collection or performance shall be added to and become a part of the obligations payable by Tenant hereunder.

D. Landlord's Right of Entry During Term of Lease. Landlord reserves the right of itself, its agents, employees or assigns to enter upon said premises at any reasonable time for the purpose of viewing the same, of working or making repairs or improvements thereon, of developing mineral resources as provided in Clause E below, or, after conclusive notice has been given that the lease may not be extended, or plowing after severance of crops, of seeding, or of applying fertilizers and doing other fieldwork. In the event Tenant is in default on her rent payment, or otherwise in breach of this lease, Landlord may enter said premises for the purpose of harvesting the crops without necessity of proceeding with a suit for distress of rent. Said crop shall be retained by Landlord for payment of the rent due and shall also be applied toward Landlord's cost of harvesting. The balance, if any, shall be delivered to Tenant.

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

F. Extent of Agreement. The terms of this lease shall be binding on the heirs, executors, administrators and assigns of both Landlord and Tenant in like manner as upon the original parties. Any notice required by this Lease or by law to be given to Landlord shall be given to: City of Rock Falls, Illinois, c/o Rock Falls City Clerk, 603 West Tenth Street, Rock Falls, Illinois 61071. Any notice required by this Lease or by law to be given to Tenant shall be delivered to Tenant at the address set forth below signature of Tenant.

LANDLORD:
CITY OF ROCK FALLS

Wm. B. Wescott
William B. Wescott, Mayor

Attest:

Michelle K Conklin
City Clerk



TENANT:

Printed Name: ROGER HOFFMAN

[Signature]
Signature

Address of Tenant:

709 HOFFMAN DRIVE
Street or Road Address

ROCK FALLS, IL 61071
City, State and ZIP