
THE CITY OF ROCHELLE
Ogle County, Illinois

RESOLUTION
NO. _____

**A RESOLUTION AUTHORIZING AND APPROVING A FARM MANAGEMENT
AGREEMENT BETWEEN MARTIN, GOODRICH & WADDELL, INC., AND
THE CITY OF ROCHELLE**

JOHN BEARROWS, Mayor
ROSE HUERAMO, City Clerk

TOM McDERMOTT
BIL HAYES
KATE SHAW-DICKEY
DAN McDERMOTT
ROSAELIA ARTEAGA
BEN VALDIVIESO
City Council

Published in pamphlet form by authority of the Mayor and City Council of the City of Rochelle
Peterson, Johnson, and Murray, LLC, City Attorneys
1301 W. 22nd Street – Ste. 500, Oak Brook, Illinois 60523

CITY OF ROCHELLE
Ogle County, Illinois

RESOLUTION NO. _____
Date Passed:

**A RESOLUTION AUTHORIZING AND APPROVING A FARM MANAGEMENT
AGREEMENT BETWEEN MARTIN, GOODRICH & WADDELL, INC., AND
THE CITY OF ROCHELLE**

WHEREAS, Section 7 of Article VII of the 1970 Constitution of the State of Illinois provides that a municipality that is not a home rule unit shall only have the powers granted to them by law and as such the City of Rochelle, Ogle County, Illinois being a non-home rule unit pursuant to the provisions of said Section 7 of Article VII, and may exercise only the powers expressly granted by law; and

WHEREAS, the Illinois General Assembly granted non-home rule municipalities broad authority to “pass all ordinances and make all rules and regulations proper or necessary, to carry into effect the powers granted to municipalities.” 65 ILCS 5/1-2-1; and

WHEREAS, while “non-home rule municipalities have the authority to enact ordinances, such ordinances may in no event conflict with state law or prohibit what a state statute expressly permits . . . A local ordinance may impose more rigorous or definite regulations in addition to those enacted by the state legislature so long as they do not conflict with the statute.” (*Village of Wauconda v. Hutton*, 291 Ill. App. 3d 1058, 1060 (1997)); and

WHEREAS, the City of Rochelle (“City”) operates a railroad and owns certain land for the future expansion of the railroad; and

WHEREAS, the City owns 47.38 acres of farmland that will not be developed in 2025; and

WHEREAS, the City desires to enter into a Farm Management Agreement with Martin, Goodrich & Waddell, Inc., for the 2025 farming season; and

WHEREAS, Martin, Goodrich & Waddell, Inc., has provided a Farm Management Agreement (the “Agreement”), attached hereto and incorporated herein as **Exhibit 1**, which sets forth the terms, covenants and conditions under which Martin, Goodrich & Waddell, Inc., will provide the farm management services to the City as part of the Agreement; and

WHEREAS, it has been determined by the Corporate Authorities of the City of Rochelle that it is necessary, advisable and in the best interests of the City and its residents to enter into and approve the Agreement.

NOW THEREFORE BE IT RESOLVED by the Mayor and City Council of the City of Rochelle, Ogle County, Illinois, as follows:

SECTION ONE: The foregoing recitals shall be, and are hereby, incorporated into and made a part of this Resolution as if fully set forth in this Section One.

SECTION TWO: That the Mayor and City Council of the City of Rochelle hereby approve the Farm Management Agreement between Martin, Goodrich & Waddell, Inc., and the City of Rochelle, attached hereto as **Exhibit 1**, and the City Manager is hereby authorized to execute said Agreement and any ancillary documents necessary to memorialize said Agreement, subject to review and revision as to form by the City Attorney.

SECTION THREE: If any provision of this Resolution or application thereof to any person or circumstance is ruled unconstitutional or otherwise invalid, such invalidity shall not affect other provisions or applications of this Resolution that can be given effect without the invalid application or provision, and each invalid provision or invalid application of this Resolution is severable.

SECTION FOUR: Where the conditions imposed by any provisions of this Resolution are more restrictive than comparable provisions imposed by Resolution in any other local law, ordinance, resolution, rule or regulation, the regulations of this Resolution will govern.

SECTION FIVE: The City Clerk shall publish this Resolution in pamphlet form.

SECTION SIX: This Resolution shall be in full force and effect from and after its passage, approval and publication in pamphlet form as provided by law.

PASSED THIS 10th day of February, 2025.

AYES:

NAYS:

ABSENT:

APPROVED THIS 10th day of February, 2025.

MAYOR

ATTEST:

CITY CLERK

EXHIBIT 1
NOT FOR EXECUTION

FARM MANAGEMENT AGREEMENT

THIS AGREEMENT Made and entered into this 16th day of December, 2024 by and between

City of Rochelle, 420 North 6th Street, Rochelle, IL 61068

(hereinafter called "Owner") and Martin, Goodrich & Waddell, Inc., 2020 Aberdeen Court,

Sycamore, Illinois (hereinafter called "Farm Manager")

WITNESSETH:

The Farm Manager, through its agents, and employees, and for and in consideration of the management service fees herein agreed to be paid by the Owner, agrees to manage all phases of the operation of the farm real estate and personal property situated thereon, or used in conjunction with the City of Rochelle farm, described as follows:

See attached Exhibit A for legal description

- (1) The Farm Manager agrees in the management as follows:
 - (a) To negotiate and execute leases and labor agreements and renewals or extensions of the same after obtaining the approval of the Owner and to collect rentals, and to purchase and make settlements and otherwise to carry out the agreements made in behalf of the properties managed hereunder.
 - (b) To collect money and to send money to the Owner or to deposit such funds in the depository selected by the Manager and approved by the Owner and held for the account of the properties managed.
 - (c) To furnish reports to the Owner periodically so as to fully advise the Owner of progress of work on the properties managed, and which reports shall show all essential facts regarding conditions on the property and plans for the work and development.
 - (d) To perform all services that are in keeping with good and proper management of the properties and to handle the properties for the best interests of the Owner.
- (2) In performing all of the services provided for hereunder, this Agreement shall not create the relationship of employer and employee, nor shall such responsibility extend to the exercising of preventive and conservation measures, nor shall the Farm Manager assume liability for failure to maintain insurance, to pay taxes when due, or to pay other liabilities not incurred by the Farm Manager when the Owner has been notified of insufficient funds in the farm account or Owner does not provide a farm account for the Farm Managers use.
- (3) In consideration of the services to be performed by the Farm Manager as provided for above, the Owner agrees to pay to the Farm Manager as follows:
 - (a) Owner shall pay to the Manager a fee (Management Fee) in an amount equal to 6 % of all gross rents received from the operation of the Property including, without limitation, all minimum (sometimes referred to as "fixed" or "basic") rents, percentage rents, overage rents, and license fees received or accrued by the Manager from tenants during the term of this Agreement. This fee shall be no less than \$1,500.00 per calendar year.

This fee is intended to cover all travel expenses from headquarters of the Farm Manager to the farm and all other points connected with normal management of the farm.

- (b) Any additional charges for services which are performed by the Farm Manager shall be approved in advance by the Owner. Services requiring additional charges include: (1) extensive new buildings; (2) rehabilitation or conservation programs not now contemplated; (3) advice and consultation relating to the sale of the farm; (4) accounting for tax services; or (5) other special services requested by the Owner.
- (c) If this agreement is cancelled, the Owner shall pay the Manager the regular fee of 6 % of all gross rents successfully negotiated prior to termination, with such fee being no less than \$1,500.00.
- (4) The term of the Agreement shall commence on the 16th day of December, 2024, and shall continue in effect until December 31, 2025, and shall be automatically renewed for successive one-year terms thereafter unless either party gives not less than thirty days written notice of its intent to terminate at the end of the initial term or any extension or renewal thereof. The farm management fees shall continue until the effective date of termination, and the Farm Manager shall continue to perform the services during such period prior to termination unless otherwise advised in writing by the Owner.
- (5) The use of singular or plural words in this instrument shall be construed as being singular or plural as may be required by the contents of this Agreement.
- (6) This Agreement shall be binding upon the heirs, executors, administrators and assigns of the Owner, the successors of the Farm Manager, but not upon the heirs, executors, administrators or assigns of the Farm Manager inasmuch as the services of the Farm Manager are personal in nature.
- (7) Each copy of this Agreement is considered an original copy.
- (8) The undersigned acknowledge and understand that it is illegal for either the Owner or the Farm Manager to refuse to show, display, lease or sell to any person because of one's membership in a protected class, e.g., race, color, religion, national origin, sex, ancestry, age, marital status, physical or mental disability, familial status, sexual orientation, unfavorable discharge from the military service, military status, order of protection status or any other protected class.

Signatures:

Owner: City of Rochelle

By: _____

Farm Manager: Martin, Goodrich & Waddell, Inc.

By:  _____

EXHIBIT "A"

LEGAL DESCRIPTION FOR CITY OF ROCHELLE FARMS

Rochelle-West

Located in Part of Section 5 Township 39 North Range 2 East (Alto Township) Lee County, Illinois, consisting of 22.05 acres more or less.

PIN #:

01-06-05-300-006

Rochelle-East

Located in Part of Section 4 Township 39 North Range 2 East (Alto Township) Lee County, Illinois, consisting of 24.39 acres more or less.

PIN #:

01-06-04-100-005

Located in Part of Section 33 Township 40 North Range 2 East (Dement Township) Ogle County, Illinois, consisting of 12.73 acres more or less.

PIN #:

25-32-400-019

25-33-300-017

25-33-300-022

STATE OF ILLINOIS)
)
COUNTY OF OGLE) SS.

CERTIFICATE

I, Rose Hueramo, City Clerk of the City of Rochelle, County of Ogle and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No. _____, “A RESOLUTION AUTHORIZING AND APPROVING A FARM MANAGEMENT AGREEMENT BETWEEN MARTIN, GOODRICH & WADDELL, INC., AND THE CITY OF ROCHELLE” which was adopted by the Mayor and City Council of the City of Rochelle on February 10, 2025.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the City of Rochelle this 10th day of February 2025.

CITY CLERK