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**THE CITY OF ROCHELLE**  
**Ogle County, Illinois**

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**RESOLUTION**  
**NO. \_\_\_\_\_**

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**RESOLUTION AUTHORIZING A REDEVELOPMENT AGREEMENT  
WITH ROCHELLE HUB, LLC, REGARDING 1663 S. MAIN STREET**

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**JOHN BEARROWS, Mayor**  
**ROSE HUERAMO, City Clerk**

**TOM MCDERMOTT**  
**BIL HAYES**  
**DAN MCDERMOTT**  
**KATE SHAW-DICKEY**  
**ROSAELIA ARTEAGA**  
**BEN VALDIVIESO**

**City Council**

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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

**RESOLUTION AUTHORIZING A REDEVELOPMENT AGREEMENT  
WITH ROCHELLE HUB, LLC, REGARDING 1663 S. MAIN STREET**

**RESOLUTION NO. \_\_\_\_\_**

**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 (“City”), 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 regulation 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 permit. A local ordinance may impose more rigorous or definite regulation 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**, Rochelle Hub, LLC, (“Developer,”) has an option to purchase commercial real estate located at 1663 S. Main Street Rochelle, Ogle County, Illinois (the “Subject Property”); and

**WHEARAS**, the City of Rochelle (“City”) operates various public utilities through the Rochelle Municipal Utilities (“RMU”), which will provide utilities, including, but not limited to, water, wastewater and electric utility services; and

**WHEARAS**, Developer intends to acquire and develop the Subject Property by constructing improvements (“the Improvements”) and to operate a trucking and transportation business; and

**WHEARAS**, the redevelopment of the Subject Property will require extensive investment including hard surface improvement and the eventual the extension of water service and sanitary sewer/wastewater to the South lot line of the Subject Property; and

**WHEREAS**, the City seeks to encourage the redevelopment of property in order to increase local employment opportunities and increase the local tax base; and

**WHEREAS**, Rochelle Hub, LLC and the City wish to cooperate to foster the redevelopment of the Subject Property pursuant to a Redevelopment Agreement (a copy of the form of the Redevelopment Agreement is attached herein as Exhibit A); and

**WHEREAS**, the execution of a Redevelopment Agreement will encourage the improvements and redevelopment of the Subject Property which is mutually beneficial to both the Developer and the City; and

**WHEREAS**, the Mayor and the City Council have determined that entering into a Redevelopment Agreement with Rochelle Hub, LLC, (after they have closed upon and acquired the Subject Property) is in the best interests of the health, safety and welfare of its residents.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF ROCHELLE, ILLINOIS** as follows:

SECTION ONE: The foregoing Recitals are not mere preparatory language but are hereby incorporated in this Section 1 as if said Recitals were fully set forth.

SECTION TWO: Subject to Rochelle Hub, LLC closing on and acquiring the Subject Property at 1663 S. Main Street; the City Manager or his designee is authorized and directed, by this action of the City Council, to take all steps necessary to enter into a Redevelopment Agreement with Rochelle Hub, LLC, in a form substantially consistent with the terms of the attached Exhibit A; any changes to be reviewed 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 elsewhere 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.

APPROVED THIS 28<sup>th</sup> day of October 2024.

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MAYOR

ATTEST:

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CITY CLERK

## EXHIBIT A

### FORM OF REDEVELOPMENT AGREEMENT – NOT EXECUTION

#### REDEVELOPMENT AGREEMENT

This Development Agreement (the “Agreement”) is made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by and between Rochelle Hub, LLC, an Illinois limited liability company (“Rochelle Hub, LLC”), and the **City of Rochelle, Ogle County, Illinois**, an Illinois municipal corporation (the “City”), and is based on the following recitals:

#### **RECITALS**

- A. The City is duly organized and existing under the laws of the State of Illinois as a non-home rule municipality.
- B. Rochelle Hub, LLC is a limited liability company in good standing with the Illinois Secretary of State and authorized to transact business in the State of Illinois.
- C. Rochelle Hub, LLC is the record owner of the commercial real estate or has an option to purchase commercial real estate located at 1663 S. Main Street Rochelle, Ogle County, Illinois (the “Subject Property”), which was previously a trucking and transportation business location.
- D. Rochelle Hub, LLC intends to develop the Subject Property by constructing improvements (“the Improvements”) and to operate a trucking and transportation business.
- E. The City operates various public utilities through the Rochelle Municipal Utilities (“RMU”), which will provide utilities, including, but not limited to, water, wastewater and electric utility services.
- F. The development of the Subject Property will require or involve:
  - 1. The eventual extension of the water service to the South lot line of the Subject Property. Rochelle Hub, LLC agrees to pay for the extended water service to the Subject Property, as set forth herein.
  - 2. The eventual extension of the sanitary sewer/wastewater service to the South lot line of the Subject Property. Rochelle Hub, LLC agrees to pay for the sanitary sewer/wastewater service Subject Property, as set forth herein.
- G. Rochelle Hub, LLC and the City wish to cooperate to foster the redevelopment of the Subject Property by granting the permits specified pursuant to this Agreement or reasonably required by Rochelle Hub, LLC.

- H. The City is entering into this Agreement pursuant to its non-home rule powers and its determination that the permits contemplated by this Agreement will enhance the City's businesses and development within its corporate limits.
- I. The City has determined that it is essential to the economic and social welfare of the City that the permits contemplated by this Agreement are necessary to foster economic development.
- J. The City finds that the powers to be exercised hereunder are in furtherance of a public use and essential to the public interest.
- K. The Mayor and City Council of the City have determined that entering into this Agreement is the best interests of the City.
- L. Rochelle Hub, LLC has full right, power and authority to enter into this Agreement and acknowledges and consents to its terms and conditions.

**NOW, THEREFORE**, in consideration of TEN DOLLARS (\$10.00) and the promises, covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Rochelle Hub, LLC agree as follows:

**SECTION ONE.  
RECITALS**

The foregoing Recitals are hereby incorporated herein as if fully set forth below as representations by Rochelle Hub, LLC and the City.

**SECTION TWO.  
UTILITY SERVICE**

A. Water. The Subject Property is currently serviced by a well; however, the City's Building Code does not allow for private wells within City limits. The parties agree that upon the earlier of: (1) the date the City water service is available for tap-in connection at a point within three hundred fifty (350) feet of South Lot Line of the Subject Property or (2) ten (10) years from the date of this Agreement but, (3) in no event, earlier than five (5) years from the date of this Agreement. Rochelle Hub, LLC will extend the water main to the Subject Property, as required by all applicable building/Municipal codes, upon failure of the existing well, including any portion thereof. The City, which owns and operates its water service utility through the RMU, agrees that it will provide water service to the Subject Property following the failure of the existing well on the Subject Property. Rochelle Hub, LLC reserves the right to procure and pay for repairs to the well when such repairs will continue the useful life of the well in substantially the same manner in which it is currently performing.

B. Sanitary Sewer/Wastewater. The Subject Property is currently serviced by a septic system; however, the City's Building/Municipal Code does not allow for private septic systems within City limits. The parties agree that upon the earlier of: (1) the date City sewer service is available for tap-in connection at a point within three hundred fifty (350) feet of the South Lot Line of the Subject Property or (2) ten (10) years from the date of this Agreement, but (3) in no event, earlier than five (5) years from the date of this Agreement Rochelle Hub, LLC will extend the sanitary sewer main to the Subject Property, as required by all applicable building codes, upon failure of the existing well, including any portion thereof, as identified in Section 2(A).

### **SECTION THREE. PAVEMENT AND HARD SURFACE IMPROVEMENTS**

Rochelle Hub, LLC understands and acknowledges that the City's Building/Municipal Code requires all surfaces for entrance/exits or upon which any vehicle or trailer will be parked and/or stored, for any period of time, must be on an improved surface and with concrete curb and gutter around the perimeter of such entrance/exit, parking, loading/unloading and storage areas. An improved surface means that the surface is an approved and permitted concrete or asphalt surface, of depth and thickness, appropriate for the traffic generated and vehicles using such facilities. Given the amount of improved surface needed for the redevelopment of the Subject Property, the City will allow Rochelle Hub, LLC to construct the improved surfaces in phases and to continue operating its business from the Property during all phases; however, in no circumstance will the construction of the improved surfaces be completed more than five years from the effective date of this Agreement. Rochelle Hub, LLC will complete the phases as follows and as depicted in Exhibit 1:

- Phase I is to be completed within one (1) year of the effective date of this Agreement.
- Phase II is to be completed within three (3) years of the effective date of this Agreement; and
- Phase III is to be completed no later than five (5) years of the effective date of this Agreement.

The areas affected by each of the Phases is depicted on that certain Site Plan for the Subject Property, prepared by Koru Group and dated \_\_\_\_\_, 2024 (the "Site Plan"), which is incorporated herein by reference.

### **SECTION FOUR. APPROVALS, PERMITS AND CONSENTS**

The City agrees to provide approvals, permits and consents to Rochelle Hub, LLC as reasonably required for Rochelle Hub, LLC's redevelopment of the Subject Property, upon appropriate petitions and requests by Rochelle Hub, LLC.

Rochelle Hub, LLC will provide all required landscape buffers adjacent to the Main Street and Steward Road ROW line as well as the interior landscape buffers and/or islands as required by the City's Building/Municipal Code.

Rochelle Hub, LLC will grant all necessary utility and City easements and Rights-of-Way across the southerly and westerly property lines of the subject property adjacent to Main Street and/or Steward Road, as required for the service or extension of utility or City facilities. The utility and City easements and Rights-of-Way will be determined by the Community Development Department or the City Engineer for service to the Building or across the Subject property for City facilities extensions. The easement widths will vary but in no case shall the easements be any less than 20 feet wide along the Subject property lines. The Rochelle Hub, LLC will work with the City to provide legal descriptions and plats of easements and/or Rights-of-Way for the conveyance and dedication of such property.

Rochelle Hub, LLC will comply with all other development requirements for the Subject Property in accordance with City's Building/Municipal Code.

#### **SECTION FIVE. INSURANCE**

Once Rochelle Hub, LLC is required to extend the water and sanitary sewer service to service the Subject Property pursuant to Section Two, Rochelle Hub, LLC agrees to maintain public liability and property damage insurance with an insurance company qualified and licensed to do business in Illinois with limits of not less than one million dollars (\$1,000,000.00) for bodily injury or death to any one person, two million dollars (\$2,000,000.00) for bodily injury or death to more than one person, and five hundred thousand dollars (\$500,000.00) for damage to the Subject Property. The City will be named as an additional insured on Rochelle Hub, LLC's policies and shall be provided thirty (30) days' advance notice prior to the cancellation of any such policy. Certificates of such insurance shall be filed with the City Clerk within 30 days of the approval of any permits required for infrastructure improvements contemplated by this Agreement.

#### **SECTION SIX. COMPLIANCE WITH LAW**

Rochelle Hub, LLC will at its own expense comply with all federal, state and local laws, ordinances of the City and the State of Illinois, and rules and regulations now or later in force which may be applicable to its operations in the City. Rochelle Hub, LLC will obtain and pay for all permits, licenses, variations, and other authorizations which may be required for the improvements and its activities contemplated by this Agreement.

#### **SECTION SEVEN. WAIVER**

No waiver by either the City or Rochelle Hub, LLC of any default on the part of the other party in the performance of any of the terms, covenants, or conditions of this Agreement to be performed, kept, or observed by the defaulting party shall be or be construed to be a waiver by the non-defaulting party of any other or subsequent default in the performance of any terms, covenants, or conditions of this Agreement to be performed, kept or observed by the defaulting party.

**SECTION EIGHT.  
AMENDMENT**

This Agreement may be modified or amended in whole or in part only by a written instrument executed by the City and Rochelle Hub, LLC.

**SECTION NINE.  
ATTORNEYS' FEES AND COSTS**

In the event of any litigation arising out of or with respect to this Agreement, the prevailing party will have the right to be paid all costs and expenses including, but not limited to, reasonable attorneys' fees, expert witness fees and all other costs, including all such costs with respect to any appellate proceedings.

**SECTION TEN.  
INDEMNIFICATION**

To the fullest extent permitted by law, Rochelle Hub, LLC shall defend, indemnify and hold the City harmless from and against any and all claims, causes of action, liability, loss, damage, costs and expenses (including reasonable attorneys' fees) for injury to person or death or property damage arising out of or resulting from (i) Rochelle Hub, LLC's development of the Subject Property; (ii) any failure by Rochelle Hub, LLC to perform any obligation required herein; or (iii) arising out of or resulting from of Rochelle Hub, LLC's breach of any provision of this Agreement.

**SECTION ELEVEN.  
NOTICE**

All notices and other communications shall be in writing and shall be deemed properly served if delivered in person to the party to whom it is addressed two (2) days after deposit in the U. S. mail if sent postage prepaid by United States registered or certified mail, return receipt requested, addressed as follows:

All notices to the City of Rochelle shall be sent to:

City Manager  
City of Rochelle  
420 North 6<sup>th</sup> Street  
Rochelle, Illinois 61068

Legal Counsel:

Peterson, Johnson & Murray LLC  
Attn: Dominick Lanzito  
1301 W. 22<sup>nd</sup> Street – Suite 500  
Oakbrook, Illinois 60523



All notices to Rochelle Hub, LLC shall be sent to:

Rochelle Hub, LLC  
373 Violet Lane  
Batavia, IL 60510  
Attn: Darius Vaitiekux

Legal Counsel:

O'Brien Law Offices, P.C.  
Attn: Michael A. O'Brien  
124A South County Farm Road  
Wheaton, IL 60187

or to such other address as a Party may designate for itself by notice given from time to time to the other Party in the manner provided herein.

**SECTION TWELVE.  
PERFORMANCE BOND AND MAINTENANCE**

Rochelle Hub, LLC shall provide a performance bond equal to 125% of the cost of the infrastructure improvements identified in this Agreement, prior to the issuance of building permits for the improvements to the Subject Property.

**SECTION THIRTEEN.  
BINDING EFFECT**

This Agreement shall be binding upon and inure to the benefit of the City and Rochelle Hub, LLC and their respective successors and assigns.

**SECTION FOURTEEN  
REIMBURSEMENT OF CITY COSTS**

Rochelle Hub, LLC shall reimburse the City for all staff costs, legal fees, and all other professional fees incurred by the City with respect to the development of the Subject Property but, in no event, shall said reimbursement exceed \$5,000.00. Rochelle Hub, LLC will be invoiced at the time the building permit applications are submitted and shall be due before permits are issued. Rochelle Hub, LLC shall receive credit for all deposits provided to the City for this development. Rochelle Hub, LLC shall deposit Five Thousand (\$5,000.00) Dollars at the time it submits applications as a deposit towards the reimbursement of the City's costs.

**SECTION FIFTEEN.  
ENTIRE AGREEMENT**

This Agreement and the exhibits to this Agreement contain all the representations and the entire agreement between the parties with respect to the subject matter of this agreement. Any prior correspondence, memoranda or agreements are superseded in total by this Agreement and the exhibits to this Agreement. No party has relied on any representations, written or verbal, of any other party other than those express written representations made within this Agreement.

**SECTION SIXTEEN.  
EXHIBITS**

All exhibits attached hereto are incorporated by reference and made a part of this Agreement.

The parties have executed this agreement as of the day and year first above written.

THE CITY OF ROCHELLE, an Illinois  
municipality

\_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Rochelle Hub, LLC

\_\_\_\_\_

By: Darius Vaitiekus

Its: Manager

# EXHIBIT 1 DEPICTION OF PHASES OF HARD SURFACE IMPROVEMENTS

EXHIBIT 1



### PROPERTY INFO

100 S Main Street  
Rochelle, IL 61080

Prepared For: **Stewart Services**  
 Working Copy:  Shared Inquiry  
 Payment Status:  Shared Inquiry

Parcel Area: 83,846 AC

Permitting Project Area: 83,846 SF

### LEGEND

- PROPOSED CURB & GUTTER
- EXISTING CURB & GUTTER
- PROPOSED DRIVE
- CONCRETE
- ASPHALT
- PAVEMENT

### DEVELOPMENT PHASING

- Phase I (2024-1 Year)
  - Installation of all pavement, C&G and landscaping west of the existing building. The driveway lane shall also be constructed as part of this phase.
- Phase II (2024-1 Year)
  - Installation of pavement and C&G for the eastern section across parking for employee parking spaces.
- Phase III (2024-1 Year)
  - Installation of remaining pavement and C&G for the most parking spaces between Phase II and the eastern side of the existing building. Installation of all pavement paving and landscaping for the rest of the existing building.



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CIRRS

CONSOLID MECHANICAL

GENERAL CONTRACTOR

Redevelopment:  
**Commercial Redevelopment**  
 1631 S Main Street  
 Rochelle, IL 61080

NOT FOR CONSTRUCTION

PROJECT NUMBER: 2024	DATE: 07/20/24
SHEET TITLE:	SITE PLAN
SHEET NO.:	52

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. \_\_\_\_\_, “RESOLUTION AUTHORIZING A REDEVELOPMENT AGREEMENT WITH ROCHELLE HUB, LLC, REGARDING 1663 S. MAIN STREET” which was adopted by the Mayor and City Council of the City of Rochelle on October 28, 2024.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the City of Rochelle this 28<sup>th</sup> day of October, 2024.

\_\_\_\_\_  
**CITY CLERK**