
THE CITY OF ROCHELLE
Ogle County, Illinois

ORDINANCE
NO. _____

**AN ORDINANCE WAIVING THE COMPETITIVE BIDDING REQUIREMENTS AND
AUTHORIZING THE CITY MANAGER TO ENTER INTO A SMALL MUNICIPAL
AND COUNTY GOVERNMENT ENTERPRISE AGREEMENT WITH
ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC.**

JOHN BEARROWS, Mayor
ROSE HUERAMO, City Clerk

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City Council

Published in pamphlet form by authority of the Mayor and City Council of the City of Rochelle
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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 various utilities the Rochelle Municipal Utilities (“RMU”), one of its departments; and

WHEREAS, the City, the various utilities of the RMU, and other City Departments utilize Geographic Information Systems (GIS) software; and

WHEREAS, Environmental Systems Research Institute, Inc. (“ESRI”) is the leading GIS software company in the world and is the City’s current GIS software provider; and

WHEREAS, the City seeks to extend its GIS software contract with ESRI for an additional three years; and

WHEREAS, the City’s staff has concluded that the GIS software is necessary to the operation of the RMU, the City’s various department, and meets the City’s needs and requirements for its GIS-related daily business and program management; and

WHEREAS, ESRI’s GIS software would continue to serve the City’s various department and the RMU’s multiple utilities GIS needs; and

WHEREAS, the City desires to waive competitive bidding requirements and authorize the City Manager to execute an agreement with ESRI for a three-year software agreement not to exceed \$28,250.00 annually; and

WHEREAS, the City may waive competitive bidding requirements by a two-thirds vote of the City Council pursuant to 65 ILCS 5/8-9-1 of the Illinois Municipal Code and Section 2-371 of the Rochelle Municipal Code; and

WHEREAS, it has been determined by the Corporate Authorities of the City of Rochelle that it is in the best interest of the City and its residents to waive competitive bidding requirements and authorize the City Manager to execute a Small Municipal and County Government Enterprise Agreement with ESRI (Exhibit 1) not to exceed \$28,250.00 annually; and

BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF ROCHELLE, ILLINOIS:

SECTION ONE: That the City hereby incorporates all of the recitals above into this Ordinance as if fully set forth herein.

SECTION TWO: The Mayor and City Council of the City of Rochelle hereby to waive the competitive bidding requirements and authorize the City Manager to execute a Small Municipal and County Government Enterprise Agreement with ESRI (Exhibit 1), for a three-year term, not to exceed \$28,250.00, subject to the review and revision as to the form and substance by the City Attorney.

SECTION THREE: If any provision of this Ordinance 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 ordinance that can be given effect without the invalid application or provision, and each invalid provision or invalid application of this Ordinance is severable.

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

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

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

PASSED THIS 13th day of June, 2022.

AYES:

NAYS:

ABSENT:

APPROVED THIS 13th day of June, 2022.

MAYOR

ATTEST:

CITY CLERK

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 Ordinance No. _____,
“AN ORDINANCE WAIVING THE COMPETITIVE BIDDING REQUIREMENTS AND
AUTHORIZING THE CITY MANAGER TO ENTER INTO A SMALL MUNICIPAL AND
COUNTY GOVERNMENT ENTERPRISE AGREEMENT WITH ENVIRONMENTAL
SYSTEMS RESEARCH INSTITUTE, INC.”, which was adopted by the Mayor and City Council
of the City of Rochelle on June 13, 2022.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of
the City of Rochelle this 13th day of June, 2022.

CITY CLERK