
THE CITY OF ROCHELLE
Ogle County, Illinois

RESOLUTION
NO. _____

**A RESOLUTION AUTHORIZING AN AGREEMENT (EXTENSION) WITH THE LEE
COUNTY INDUSTRIAL DEVELOPMENT ASSOCIATION FOR CONTINUED ECONOMIC
DEVELOPMENT SERVICES**

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
Ottosen, DiNolfo, Hasenbalg & Castaldo, Ltd., City Attorneys
2441 Warrenville Road, Suite 310, Lisle, Illinois 60532

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COUNTY INDUSTRIAL DEVELOPMENT ASSOCIATION FOR CONTINUED ECONOMIC
DEVELOPMENT SERVICES**

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 Lee County Industrial Development Association (“LCIDA”) was originally founded in 1960 as the Dixon Industrial Development Association by local business leaders; and

WHEREAS, the LCIDA is a not-for-profit that operates for the purpose of promoting economic development within Lee County and has the capacity and expertise to assist the City in promoting and encouraging economic development activity therein; and

WHEREAS, on July 22, 2024, the City approved a Professionals Services Agreement for LCIDA to provide economic development services to the City; and

WHEREAS, that Agreement expired December 31, 2025, and both LCIDA and the City wish to continue their relationship under the same terms and conditions for an additional fourteen (14) months (a copy of the Draft Agreement is attached herein as Exhibit A); 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 enter into an Agreement with LCIDA to provide continued professional services related to economic development.

BE IT RESOLVED 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 Resolution as if fully set forth herein.

SECTION TWO: The attached Agreement between the City of Rochelle and the Lee County Industrial Development Association is hereby approved and the City Manager or his designee is authorized to executed said document.

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 26th day of January 2026.

MAYOR

ATTEST:

CITY CLERK

CERTIFICATE

I, Rose Huéramo, 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 AN AGREEMENT WITH THE LEE COUNTY INDUSTRIAL DEVELOPMENT ASSOCIATION FOR CONTINUED ECONOMIC DEVELOPMENT SERVICES” which was adopted by the Mayor and City Council of the City of Rochelle on January 26, 2026.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the City of Rochelle this 26th day of January 2026

.

CITY CLERK

EXHIBIT A

AGREEMENT BETWEEN THE CITY OF ROCHELLE AND THE LEE COUNTY INDUSTRIAL DEVELOPMENT ASSOCIATION FOR THE PROVISION OF CONTINUED ECONOMIC DEVELOPMENT ACTIVITIES AND SERVICES

This AGREEMENT is entered this ___ day of January, 2026, between the City of Rochelle, Illinois, an Illinois municipal corporation (hereinafter referred to as the "City"), with its principal office located at 420 North 6th Street, Rochelle Illinois 61068, and the Lee County Industrial Development Association, an Illinois not-for-profit corporation (herein referred to as "LCIDA"), with its principal office located at 101 W. 2nd St., Suite 301, Dixon, Illinois 61021.

RECITALS

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, Article VII, Section 10 of the Illinois Constitution expressly authorizes units of local government to contract or otherwise associate with individuals, associations, and corporations, in any matter not prohibited by law or by ordinance and further permits units of local government to use their credit, revenues, and other resources to pay costs and to service debt related to activities which primarily serve a public purpose; and

WHEREAS, the LCIDA was originally founded in 1960 as the Dixon Industrial Development Association by local business leaders. LCIDA is a not-for-profit that operates for the purpose of promoting economic development within Lee County and has the capacity and expertise to assist the City in promoting and encouraging economic development activity therein; and

WHEREAS, the City and LCIDA desire to continue the prior Professionals Services Agreement in which LCIDA has been providing economic development services to the City; and

WHEREAS, the City has determined it is in the public interest to continue economic development services from LCIDA pursuant to this Agreement.

NOW THEREFORE, in consideration of the foregoing and the mutual covenants contained herein, the City and LCIDA agree as follows:

1. Recitals Incorporated. The foregoing recitals are incorporated herein as if fully set forth.
2. Authority. The signatories to this Agreement represent and warrant that he or she is duly authorized and has legal capacity to execute and deliver this Agreement on behalf of their respective party. Each signatory represents and warrants to the other that the execution and delivery of the Agreement and the performance of such party's obligations hereunder have been duly authorized, and that the

Agreement is a valid and legal agreement binding on such party and enforceable in accordance with its terms

3. Status of Personnel or Contracted Agents.

- a. All technical, clerical, or other personnel necessary for the performance of LCIDA's obligations under this Agreement shall be employees of LCIDA, or its contracted agents. They shall in all respects be subject to LCIDA's rules and regulations governing its employees. Neither LCIDA, its employees, nor its contracted agents, shall be considered agents or employees of the City, nor shall they have authority to enter into any agreements or obligations on behalf of the City.
- b. The City, its officers, employees, and contractors, when acting pursuant to this Agreement are acting as City officers, employees, or contractors in their official capacity and not personally or as agents of LCIDA or any other entity.

4. Term of Agreement.

This Agreement shall be effective from January 1, 2026 through April 30, 2027 for a period of fourteen (14) months.

5. Scope of Work.

- a. Tom Demmer, or his designee, on behalf of LCIDA will provide economic development services to the City for twenty to twenty-five (20-25) hours per week.
- b. Tom Demmer or his designee will:
 - Attend the City's ~~Thursday~~ staff and project meetings;
 - Meet with the City Manager weekly and report directly to the City Manager; and
 - Attend City Council meetings, as requested by the City Manager.

6. Default/Termination.

a. In the event of a material default by either Party, the affected Party shall give notice of the default to the defaulting Party and the defaulting Party shall have thirty (30) days to cure the default or such additional time as is reasonably necessary to cure the default. If the default is not cured, the affected Party shall have the right to terminate this Agreement and pursue any and all additional remedies available at law or in equity. The prevailing Party in the defense or prosecution of any claim arising under this Agreement, shall be entitled to reasonable costs and attorneys' fees as determined by a Court with jurisdiction.

b. Either Party may terminate this agreement by giving at least ninety (90) days' notice to the other Party.

6. Consideration /Payment

- a. LCIDA will invoice the City in the amount of eight thousand and five hundred dollars (\$8,500) monthly.
- b. The City will pay invoices within 30 days of receipt pursuant to the Local Government Prompt Payment Act. 50 ILCS 505/1 *et. seq.*

7. Indemnification and Insurance. LCIDA shall hold harmless and indemnify the City, its elected and appointed officers, employees, and agents from any and all claims, suits, actions, costs and fees, including but not limited to, attorneys' fees, interests and expenses, due to neglect or willful misconduct of the LCIDA, its officers, directors, employees, agents, volunteers, sub recipients, independent contractors or subcontractors. In the event any demand or claim relating to this Agreement is known to the City, it shall promptly notify LCIDA in writing in an expedient manner.
8. Modification and Amendment. This Agreement may only be amended by a written instrument as set forth herein or otherwise signed by the parties hereto, other than modifications required by changes in federal or state law, local ordinances, or rules and regulations adopted pursuant thereto. No amendment or modification shall be valid or enforceable unless in writing and signed by the authorized representatives of the parties.
9. Governing Law and Venue. This Agreement shall be governed and construed by the laws of the State of Illinois. The parties agree that the exclusive venue for any dispute arising from this Agreement shall be the Circuit Court of the Fifteenth Judicial Circuit, Lee County, Illinois.

10. Required Notices or Reports.

Any notices, reports, records or documents required by the terms of this Agreement shall be deemed sufficiently delivered if reduced to writing and sent by first class mail or personal service to:

If to the City:

Attn: City Manager
City of Rochelle
420 North 6th Street
Rochelle, Illinois 61068

And to:

Dominick Lanzito
Ottosen DiNolfo Hasenbalg & Castaldo
2441 Warrenville Road – Ste. 310
Lisle, Illinois 60532
dlanzito@ottosenlaw.com

If to LCIDA:

Attn: President Tom Demmer
LCIDA
101 W. 2nd St., Suite 301,
Dixon, Illinois 61021

11. Entire Agreement.

This Agreement represents the entire agreement between the parties with respect to the subject matter thereof, to wit: the general nature of the relationship between the City and LCIDA. This Agreement supersedes all previous agreements and all communications or understandings, whether oral or written with regard to its subject matter.

12. Savings Clause and Construction of Term.

- a. If any provision of this Agreement, or the application of such provision, shall be rendered or declared invalid by a court of competent jurisdiction, the remaining

parts or portions of this Agreement shall remain in full force and effect

- b. The parties have been represented by legal counsel in the drafting, negotiation and review of this Agreement. The parties waive the application of any rule of Law which otherwise would be applicable in connection with the construction of this Agreement that ambiguous or conflicting terms or provisions should be construed against the party who (or whose legal counsel) prepared the executed agreement or any earlier draft of the same.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed this _____ DAY OF _____, 2026.

The City of ROCHELLE, an Illinois Municipal Corporation

Sam Tesreau, Interim City Manager

ATTEST

Rose Huéramo, City Clerk

Lee County Industrial Development Association, a not-for profit Corporation

Tom Demmer, President and Executive Director

ATTEST:

Name, Title