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

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

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**RESOLUTION AUTHORIZING A FOURTH AMENDMENT TO THE  
INTERGOVERNMENTAL AGREEMENT WITH THE FLAGG-ROCHELLE  
COMMUNITY PARK DISTRICT**

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

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

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Peterson, Johnson, and Murray, LLC  
200 W. Adams, Suite 2125 Chicago, IL 60606

**RESOLUTION AUTHORIZING A FOURTH AMENDMENT TO THE  
INTERGOVERNMENTAL AGREEMENT WITH THE FLAGG-ROCHELLE  
COMMUNITY PARK DISTRICT**

**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 City of Rochelle (herein after “City”) is a non-home rule municipal corporation organized under the laws of the State of Illinois; and

**WHEREAS**, the Flagg-Rochelle Community Park District (herein after “Park District”), is a park district organized under the Illinois Park District Code; and

**WHEREAS**, the Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.) authorizes units of local government in Illinois to exercise jointly with any other public agency within the state, including other units of local government, any power, privilege, or authority which may be exercised by a unit of local government individually and to enter into intergovernmental Agreements for the performance of governmental services, activities and undertakings; and

**WHEREAS**, the City and the Park District previously entered into an Intergovernmental Agreement (“IGA”) on March 20, 2012, relating to the acquisition and leasing of certain real estate located within the City and the Park District, improved with a golf course, restaurant and ancillary facilities, consisting generally of approximately 74.285 acres (“Property”); and

**WHEREAS**, the Property was subsequently subdivided into a restaurant parcel consisting of 1.524 acres legally described as shown in Exhibit A (“Restaurant Parcel”) and a golf course parcel consisting of the remainder of the Property (“Golf Course Parcel”); and

**WHEREAS**, the parties subsequently entered into a First Amendment to the IGA, dated March 15, 2016, relating to their joint operation of the golf course (but not the restaurant) located on the Property; and

**WHEREAS**, the parties subsequently entered into a Second Amendment to the IGA, dated June 27, 2016, amending Section 5 entitled “Sale of Restaurant; Joint Operation of Golf Course”; and

**WHEREAS**, the parties subsequently entered into a Third Amendment to the IGA, dated November 19, 2018, again amending Section 5 entitled “Sale of Restaurant; Joint Operation of Golf Course”; and

**WHEREAS**, the parties wish to further amend the Agreement to further provide for their continued joint operation of the golf course located on the Golf Course Parcel, which currently expires in 2023, for the 2024 golf season, and to grant to the City the right and authority to make certain agreements with a purchaser of the Restaurant Parcel; and

**WHEREAS**, entering into a Fourth Amendment to the Intergovernmental Agreement with Flagg-Rochelle Community Park District is in the best interests of both the City and the Park District and is necessary to carry on with the cooperative relationship for the future operation of the golf course.

**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: The City Manager is authorized and directed, by this action of the City Council, to take all steps necessary to enter into the Fourth Amendment to the Intergovernmental Agreement with Flagg-Rochelle Community Park District (attached herein as Exhibit 1); and all ancillary documents for the transaction, subject to review as to form and substance 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 27<sup>th</sup> day of November, 2023.

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MAYOR

ATTEST:

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CITY CLERK

**EXHIBIT 1**  
**FOURTH AMENDMENT TO INTERGOVERNMENTAL AGREEMENT**  
**BETWEEN THE CITY OF ROCHELLE**  
**AND THE FLAGG-ROCHELLE COMMUNITY PARK DISTRICT**  
**(ROCHELLE GOLF COURSE PROPERTY)**

This Fourth Amendment to Intergovernmental Agreement (“Agreement”), effective as of the \_\_\_ day of November 2023, between the City of Rochelle, an Illinois municipal corporation, and the Flagg-Rochelle Community Park District, an Illinois municipal corporation:

**WITNESSETH**

**WHEREAS**, the parties entered into an Intergovernmental Agreement dated March 20, 2013 ("Agreement"), relating to the acquisition and leasing of certain real estate located within the City and the Park District, improved with a golf course, restaurant and ancillary facilities, consisting generally of approximately 74.285 acres ("Property"); and

**WHEREAS**, the Property was subsequently subdivided into a restaurant parcel consisting of 1.524 acres legally described as shown in Exhibit A ("Restaurant Parcel") and a golf course parcel consisting of the remainder of the Property ("Golf Course Parcel"); and

**WHEREAS**, the parties subsequently entered into a First Amendment to the Agreement, dated March 15, 2016, relating to their joint operation of the golf course (but not the restaurant) located on the Property; and

**WHEREAS**, the parties subsequently entered into a Second Amendment to the Agreement, dated June 27, 2016, amending Section 5 entitled “Sale of Restaurant; Joint Operation of Golf Course”; and

**WHEREAS**, the parties subsequently entered into a Third Amendment to the Agreement, dated November 19, 2018, again amending Section 5 entitled “Sale of Restaurant; Joint Operation of Golf Course”; and

**WHEREAS**, the parties wish to further amend the Agreement to further provide for their continued joint operation of the golf course located on the Golf Course Parcel, which currently expires in 2023, for the 2024 golf season, and to grant to the City the right and authority to make certain agreements with a purchaser of the Restaurant Parcel; and

**NOW THEREFORE**, in consideration of the mutual promises contained herein, and other good and valuable consideration, and pursuant to authorization of the governing boards of the parties enacted in accordance with all applicable statutes and ordinances, the parties agree as follows:

**1. Amendments to Agreement.** The Agreement is hereby amended, effective as of the date set forth above, in the following particulars:

(a) Section 5, as amended, is stricken from the Agreement and a new Section 5 is inserted in the Agreement, to read in its entirety as follows:

**“5. Sale of Restaurant; Joint Operation of Golf Course.**

The parties shall jointly operate the golf course facility (but not the restaurant) on the terms set forth herein, or on such other terms as to which the parties may mutually agree, for the 2024 golf season. The terms of such joint operation shall include the following: (i) the City through the City Manager, with the consent of the Park District, shall hire a golf course manager, and such other employees as may be necessary for the operation of the golf course, all of whom shall be City employees; (ii) the golf course manager shall supervise all such employees, and shall report to the City Manager, who shall be responsible to oversee the golf course manager's management of the golf course, with the input of the Park District; (iii) all revenues and expenses of the golf course shall be processed through the City's financial department and paid by the City, with each party ultimately bearing responsibility for 50% of any net gain or loss on an annual basis, following an accounting of same by the City; provided, however, that the total contributions of the parties toward the operation of the golf course shall not exceed \$150,000.00 for each golf season, with each party contributing 50%.

The City shall have the right and authority to grant to a purchaser of the Restaurant Parcel the exclusive right to sell food and beverages on the golf course, and sole control and ownership of the signage along 7th street and an easement for the sign or any replacement sign, provided that the purchaser and the City shall agree to shared use of the sign on an equitable basis. The City shall also have the right to enter into a permanent cross parking easement with a purchaser of the Restaurant Parcel regarding the parking lot on the Property which shall provide for shared parking by the Restaurant Parcel and the Golf Course Parcel and their respective invitees.

**2. Recordable Memorandum.** The parties shall execute a memorandum of the Agreement, as amended by the First, Second, Third Amendments, and as further amended by this Fourth Amendment, and cause the same to be recorded in the Office of the Ogle County Recorder.

**3. Other Terms.** Except as expressly amended herein, the terms of the Agreement, as previously amended, shall remain in full force and effect.

**IN WITNESS WHEREOF**, the parties have caused this Fourth Amendment to the Agreement to be executed as of the date first above written.

CITY OF ROCHELLE, an Illinois municipal corporation

FLAGG ROCHELLE COMMUNITY PARK DISTRICT, an Illinois municipal corporation

By: \_\_\_\_\_  
JEFF FIEGENSCHUH  
City Manager

By: \_\_\_\_\_  
TIM HAYDEN  
President

Attest: \_\_\_\_\_  
ROSE HUERAMO  
City Clerk

Attest: \_\_\_\_\_  
Secretary

**EXHIBIT A**  
**(Legal Description of Restaurant Parcel)**

Part of the East-half of the Northwest Quarter of Section 25, Township 40 North, Range 1 East of the Third Principal Meridian, bounded and described as follows:

Commencing at the Northwest Corner of the East-half of the Northwest Quarter of said Section 25; thence South 1 degree 41 minutes 45 seconds East along the West Line of said East-half, a distance of 1658.88 feet; thence South 87 degrees 03 minutes 10 seconds East, a distance of 40.13 feet to a point on the Easterly Right-of-Way Line of a public road designated Illinois Route 251, said point being the Point of Beginning of the hereinafter described tract of land; thence continuing South 87 degrees 03 minutes 10 seconds East, a distance of 183.23 feet; hence South 78 degrees 03 minutes 39 seconds East, a distance of 105.01 feet; thence North 14 degrees 39 minutes 35 seconds East, a distance of 16.76 feet; thence South 74 degrees 44 minutes 06 seconds East, a distance of 120.00 feet; thence North 27 degrees 05 minutes 46 seconds East, a distance of 104.81 feet; thence North 29 degrees 46 minutes 37 seconds West, a distance of 127.34 feet; thence North 75 degrees 38 minutes 47 seconds West, a distance of 198.01 feet; thence South 38 degrees 25 minutes 28 seconds West, a distance of 143.37 feet; thence South 47 degrees 22 minutes 09 seconds West, a distance of 115.65; thence South 88 degrees 18 minutes 11 seconds West, a distance of 24.66 feet to the Easterly Right-of-Way Line of said Illinois Route 251; thence South 1 degree 41 minutes 45 seconds East along said Right-of-Way Line, a distance of 15.03 feet to the Point of Beginning, containing 1.524 acres, more or less, subject to all easements, agreements, city codes and/or ordinances of record, if any, all situated in the City of Rochelle, the Township of Flagg, the County of Ogle, and the State of Illinois.

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 FOURTH AMENDMENT TO THE  
INTERGOVERNMENTAL AGREEMENT WITH THE FLAGG-ROCHELLE COMMUNITY  
PARK DISTRICT” which was adopted by the Mayor and City Council of the City of Rochelle on  
October 23, 2023.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of  
the City of Rochelle this 27<sup>th</sup> Day of November, 2023.

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